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Bayport-Blue Point Ufsd And Bayport-  
Blue Point Teachers Assn

SD  
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PROFESSIONAL NEGOTIATIONS AGREEMENT  
BETWEEN THE  
BAYPORT-BLUE POINT BOARD OF EDUCATION  
AND THE  
BAYPORT-BLUE POINT TEACHERS' ASSOCIATION, INC.

JULY 1, 2002 -- JUNE 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

210 employees

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## **PREAMBLE**

The Board of Education and the Bayport-Blue Point Teachers' Association are united in their common dedication to providing for the children in this district a quality education in an orderly and tranquil academic environment. Their unity of purpose and reciprocal respect are the keystones upon which this accord has been constructed, in a manner wholly consistent with the best traditions of harmony, reason, and cooperation that have long prevailed here in the relations and negotiations between the Board and the Association.

In order to effectuate the provision of Chapter 393 of the Laws of 1967 (The Public Employees' Fair Employment Act), to perpetuate policies that have operated formally or informally in this District for some years now, to encourage and increase effective and harmonious relationships between teachers, administrators, and Board, and to enable the professional staff more fully to participate in and contribute to the development of policies for the school district so that the cause of quality public education may best be served in Bayport-Blue Point, this Agreement is made and entered into between the Board and Association.

## **STATEMENT OF RECOGNITION**

The Bayport-Blue Point Teachers' Association has been duly recognized as the exclusive bargaining agent for all the teachers employed by this school district.

## ARTICLE I - SCHOOL CALENDAR

- A. Wherever practicable, vacations will be scheduled in accordance with the BOCES calendar in order to avoid conflicts for BOCES teachers and for high school students who are taking vocational courses.
- B. Provision will be made for elementary teachers to complete their records during the four days prior to the last day of school. A minimum of 7½ hours (exclusive of the time before and after students are usually in attendance) in blocks of time not less than one hour will be provided. The administration will schedule **half-days** on the two days prior to the last day of school providing for a minimum of five hours for end-of-year close-out time. The remaining time will be provided on Monday and Tuesday of that last week. As has been the practice, teachers will supervise, during full school days, student groups whose size may exceed the contractual class size guidelines.
- C. A **half-day** will be provided on the day before Thanksgiving Recess providing that this does not conflict with the Board of Regents' or Commissioner of Education's regulations relative to state aid credit for that school day.
- D. The Board will submit its proposed calendar to the Association before final adoption so that the proper committee of the Association may review said calendar and return it with any suggestions or comments to the Board of Education within two weeks of receipt.
- E. The teachers' work year shall consist of 180 days, which shall be increased to 182 days effective July 1, 2003. If the district schedules emergency snow days (up to three), which are not utilized, the unused days will be added to a vacation period and will be indicated in the calendar provided to the teachers in September.

## ARTICLE II - TEACHER EVALUATION

Teachers hired effective July 1, 1994 and all teachers who volunteer to participate in the revised teacher evaluation system are included and shall remain in the following; all other teachers shall continue to follow the former process of evaluation as outlined in "B" (current 1990-93 Teacher Evaluation System).

The following supervision timeline shall apply to all teachers.

## SUPERVISION TIMELINE

- January 31 Complete two formal observations for non-tenured teachers.
- March 31 Observations for non-tenured teachers completed.
- April 1 Non-tenured teachers will receive end-of-year goals report and end-of-year professional evaluation form to be returned within ten school days. At that time teachers shall be provided with the evaluator's checklist portion of the end-of-year professional evaluation form and the evaluator shall be provided with teacher's checklist portion of the end-of-year professional evaluation form.
- April 30 Complete formal written observation reports for all tenured staff.
- May 1 Formal written evaluation forms completed and signed for all non-tenured staff.
- May 1 Tenured teachers will receive end-of-year goals report and end-of-year professional evaluation form to be returned within ten school days. At that time teachers shall be provided with the evaluator's checklist portion of the end-of-year professional evaluation form and the evaluator shall be provided with teacher's checklist portion of the end-of-year professional evaluation form.
- June 1 Formal written end-of-year evaluation forms completed and signed for all tenured staff.
- A.1 Teachers on probation shall receive a minimum of four classroom observations of their teaching per year by the principal and/or appropriate administrator. Teachers who assume responsibility after the beginning of the school year shall have the four mandated observations reduced proportionately. Teachers shall have advance notice as to when at least two of the four observations shall take place. All observations will be full period observations in the secondary schools and of appropriate duration (not less than 30 minutes) in the elementary schools. These observations shall be followed within ten days by a post-observation conference and a written report (See Appendix B). Observations shall be in accordance with forms and Appendix B and "Characteristics of Effective Teaching" (See Appendix D).
- A.2 Tenured teachers shall be formally observed by the principal or appropriate supervisor at least every third year. Those years when teachers are not being formally observed by building principal or supervisor they shall participate in the peer coaching process. Peer coaching shall consist of teams comprised of 3-5 members who conference and observe each other throughout the school year.
- Peer coaching teams shall be self-selected by classroom teachers involved in the peer coaching process. Teams shall be organized for each school year by June 30 of the prior year. All issues or areas of disagreement with regard to membership on peer coaching teams may be brought to the building peer coaching Conflict Resolution Team, which shall be comprised of the building principal and two building Teacher Association representatives appointed by the Association. The Conflict Resolution Team shall render a decision with regard to the issues brought before them through the process of consensus. The Conflict Resolution Team decision shall be binding on all parties concerned.

Members of the peer coaching teams shall be provided with appropriate training in the peer coaching process. Team members shall be observed by every member of the peer coaching team at least once each year. Teachers are required to inform the principal or immediate supervisor of dates and times for all peer coaching activities. Sufficient time to be determined by the peer coaching team, not including lunch or prep or time before or after school, will be provided when needed for all peer coaching activities including pre-observation conferences (See Appendix A), observations, and post-observation conferences. Formal observation process for tenured teachers shall be in accordance with conferencing and written report as contained in "Appendix B" and "Characteristics of Effective Teaching" (Appendix D).

### **A.3 End-of-Year Evaluations**

End-of-year evaluations will be made of each teacher's performance by the building principal and/or appropriate administrator. This includes tenured as well as probationary teachers. The End-of-Year Evaluation Form as contained in Appendix C will be utilized. The "Characteristics of Effective Teaching" and "Characteristics of Effective Teacher," as contained in Appendices D and E, shall be used as part of the end-of-year evaluation. In those years when teachers are not formally observed by an administrator, the administrator shall complete all portions of the final evaluation form except "I."

- A.4** All written evaluations or observations will be signed by the evaluator and teacher. The teacher may indicate any comments on the form provided (See Appendices F or G).
- A.5** The revised teaching evaluation system shall be reviewed and evaluated on an annual basis by the committee of no more than five teachers appointed by the president of the Teachers' Association and no more than five administrators as appointed by the Superintendent in equal representation. Any additional membership to be determined through the mutual consent of the President of the Teachers' Association and the Superintendent. All recommendations of the Teacher Evaluation Review Committee shall become part of this agreement only after approval of the Bayport-Blue Point Teachers' Association and the Board of Education.
- B.1** Teachers on tenure shall receive a minimum of one classroom observation of their teaching per year by the Principal, or his/her representative. Each observation is to be followed within ten days by a written anecdotal report and thereafter a conference will be held in a private setting (See Appendix H).
- B.2** A written end-of-year evaluation will be made of each tenured teacher's performance by the building principal. A special form (Appendix I) will be used for this.
- B.3** All written evaluations or supervisory reports will be signed by the evaluator and a copy given to the tenured teacher evaluated. The teacher will sign such evaluation or supervisory report to indicate receipt of the evaluation. This will in no way indicate agreement or disagreement.
- B.4** In the event that the teacher believes either the written observation report or the conference is unsatisfactory, s/he shall have the right to express his/her sentiments on the Teacher Observation Recourse Form (Appendix F) within five school days following receipt by the teacher of the written evaluation. This form becomes a permanent part of the observation and is attached to the written report which is placed in the teacher's permanent record.



- B.5 In the event that the teacher considers the year-end evaluation to be unsatisfactory, s/he shall have the right to express his/her sentiments on the Teacher Evaluation Recourse Form (Appendix G) within five school days following receipt by the teacher of the written evaluation. This form becomes a permanent part of the evaluation and is attached to the evaluation form which is placed in the teacher's permanent record.

Evaluation Chart (B): The following chart illustrates how the evaluation process will operate.

PROBATIONARY TEACHER

Classroom Observation - 4

Required by Principal or his/her representative

Additional observations at discretion of supervisor

Written Supervisory Report (Anecdotal Form)

Required after required classroom observation

Personal Conference

Required after required classroom observation

Additional conferences at discretion of supervisors, or on request of teacher

Written End-of-Year Evaluation  
(Check list form)

Required each year by the Principal

TENURED TEACHER

Classroom Observation - 1

Required by Principal or his/her representative

Additional observations at discretion of supervisor

Written Supervisory Report (Anecdotal Form)

Required after required classroom observation

Personal Conference

Required after required classroom observation

Additional conferences at discretion of supervisors, or on request of teacher

Written End-of-Year Evaluation  
(Check list form)

Required each year by the Principal

- C. The appendices referred to in this Article II and the procedures relating thereto are subject to any modifications developed by the parties and mutually agreed in writing.

D. Teacher Improvement Plan

Teachers rated as unsatisfactory, in either evaluation system, A or B, shall be subjected to the provision of the Teacher Improvement Plan. The immediate supervisor, along with the teacher rated as unsatisfactory, shall draw up a plan of action that addresses the specific deficiencies noted in the evaluation. This action plan shall include the following:

- a. Specific activities and timelines the teacher will follow in addressing deficiencies.
- b. Activities and timelines that the supervisor will follow to help the teacher address deficiencies.
- c. Specific suggestions to address deficiencies through one or more of the following:
  - Teacher training
  - Academic study
  - Visitation
  - Collegial collaboration
- d. A timeline will be established for re-evaluation.

## **ARTICLE III - GRIEVANCE POLICY**

### **A. Definition:**

A grievance is a claim by any teacher, or group of teachers, based on any violation, misinterpretation, or inequitable application of the terms of this Agreement.

### **B. General Procedures:**

#### **Informal Stage:**

Any aggrieved party may orally or in writing present a grievance to his/her immediate supervisor within eighteen (18) school days following the act or condition which is the basis of the claim. Within five (5) school days thereafter, a conference shall be held between the aggrieved and his/her immediate supervisor. This is an informal conference designed to arrive at a mutually satisfactory resolution of the claim. At the conference the aggrieved may be represented by an Association representative or any person of the aggrieved's choice. The immediate supervisor shall communicate his/her decision in writing to the aggrieved and his/her representative, if any, within five (5) school days after the informal conference.

#### **Level One:**

If the grievance is not resolved, the aggrieved party may appeal in writing within ten (10) school days of the receipt of the decision to his/her building principal for a formal conference. The aggrieved and the principal and/or his/her representative(s) shall confer on the grievance within three (3) school days after its receipt by the building principal. The aggrieved may be represented at the conference by an Association representative or any person of his/her choice. Whenever a grievance is presented to the building principal by an aggrieved teacher or through an Association representative, the building principal shall give the chief building representative of the Association the opportunity to be present and state the views of the Association. The building principal shall communicate his/her decision to the aggrieved, the aggrieved's immediate supervisor, and the representative of each who may have participated at this level. The building principal shall also notify the Superintendent and the President of the Association in writing of the issues involved and the decisions with respect thereto within five (5) school days after the conference.

#### **Level Two:**

If the grievance is not resolved in Level One, the aggrieved party may appeal to the Office of the Superintendent within seven (7) school days after receiving the decision of the building principal. This appeal must be in writing and must set forth specifically the grounds on which the grievance is based. The appeal shall also state the name of the aggrieved's representative, if any. The Superintendent, and/or his/her representative, shall meet and confer with the aggrieved with a view to arriving at a mutually satisfactory resolution of the grievance within five (5) school days after receiving the written appeal. The aggrieved may appear alone or with a representative. If the teacher is not represented by the Association at this level, the office of the Superintendent shall furnish the Association with a copy of the appeal from Level One together with notice of the date of the conference. In such case, the Association may be present and state its views. The Superintendent shall, within five (5) school days after hearing the appeal, communicate his/her decision in writing, together with the reasons therefor, to the aggrieved; his/her representative, if any; any Association representative present at this level; and also the building principal involved in the decision.

#### Level Three:

If the grievance is not resolved in Level Two, the aggrieved party may appeal in writing to the Board of Education within ten (10) school days after receiving the decision of the Superintendent. Within twenty (20) school days after the receipt of the appeal, the Board of Education or a committee thereof shall give its decision in writing with copies to the aggrieved party and to the Association together with the reason therefor.

#### Level Four:

If the decision of the Board of Education or a committee thereof is not acceptable to the Association, the Association may, within five (5) school days of receipt thereof, notify the Superintendent of its intention to submit the grievance to arbitration. Within five (5) school days after such written notice has been received by the Superintendent, s/he and the Association President shall agree upon a mutually acceptable arbitrator competent in the area of the grievance. If they are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The District and the Association will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasons, and conclusions on the issues. All expenses of the cost of services of the American Arbitration Association will be borne equally by the District and the Association. The decision of the arbitrator shall not be binding upon either party, but his/her recommendation is to be given full and careful consideration by all parties.

#### General:

1. No matter shall be entertained as a grievance hereunder unless it is submitted as previously referred to in the foregoing section.
2. All time limits set forth in this article may be extended by mutual consent, but if not so extended they must be strictly observed. If the matter in dispute is not resolved within the period provided for in any step, the next step may then be implemented, but if a party fails to pursue any step within the time limits provided, the grievant shall have no further right to press the grievance.
3. If the Association is not a party to a proceeding under this article and does not take part in any of the steps set forth herein, then the disposition of the dispute shall not establish a precedent with respect to it. The Association may be an observer where the aggrieved party has other representation, but in such case, the Association is not a party and has no right of appeal.
4. No hearing or meeting shall be open to the public or persons not immediately involved. In the event that the grievance involves an accusation of moral turpitude against any teacher, such teacher shall have the right to choose his/her representative at any step in the procedure and shall have the right to exclude a representative of the Association if s/he so desires.

In the event that the dispute proceeds to arbitration as set forth in Level Four above, the arbitrator will set forth his/her findings of fact in writing together with his/her reasoning and conclusions. The arbitrator shall limit his/her investigation strictly to the application and interpretation of the provisions of this agreement and s/he shall be without power or authority to make any recommendations:

- a. contrary to, inconsistent with, or modifying in any way the terms of this Agreement or of applicable law or regulations having the force and effect of law;
  - b. involving Board discretion or Board policy except that the arbitrator may decide in a particular case the Board policy was disregarded or that its attempted application under any terms of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;
  - c. limiting in any way Board powers derived from law.
5. Level Three may be waived by mutual consent of the aggrieved party, the Association, and the Board of Education.

#### **ARTICLE IV - TEACHER RECRUITMENT**

##### **Section 1: General**

All vacancies for full or part-time positions in the Bayport-Blue Point Schools will be formally announced in writing to all professional personnel in all school buildings, with a statement of job description or job qualifications, with the intention that anyone qualified is invited to apply or to recommend for candidacy a colleague from another school district. A copy of the announcement will be provided to the President of the Association for all full and part-time positions. All professional personnel will be advised of full or part-time openings in the school district by posting notices of vacancies on the official school bulletin boards in each building. Notices for vacancies occurring during July and August will be mailed to the President of the Association and to teachers who have deposited sufficient stamped, self-addressed envelopes in the District Office.

##### **Section 2: Summer School - Secondary and Elementary**

Instructional personnel for Summer School should be selected by the Summer School Director, recommended by the Superintendent, and hired by the Board of Education. Preferences shall be given to qualified teachers employed by the Bayport-Blue Point School District. Except for conditions above and beyond the control of the Board, a formal written salary agreement shall be tendered on or about May 1st. Stipulation is to be made that the only reasons for abrogating the salary agreement are:

1. failure to achieve the adequate enrollment;
2. illness of the instructor, attested to in writing by a certified physician acceptable to the Board;
3. circumstances beyond the control of the Board of Education or the teacher;
4. normal causes for dismissal of teacher.

A teacher, having been formally appointed by the Board, may not be excused except by permission of the Board upon its receipt of notice submitted thirty days in advance of the opening of school.

## ARTICLE V - TEACHER ASSIGNMENT

Returning teachers shall be made aware of their tentative teaching assignment for the following year through a written statement thirty days prior to the close of school. New teachers will be advised in writing of their tentative assignment thirty days prior to the close of school or within ten days after being appointed by the Board of Education, whichever is later. If, due to unforeseen circumstances, a change in assignment becomes necessary, the teacher shall be informed of said change at the earliest possible date. In all instances, proposed changes should be discussed with the teacher affected before the decision is made.

## ARTICLE VI - TEACHER TRANSFER

In all cases of transfer the ultimate decision shall rest with the Superintendent of Schools.

- A. When transfer of a teacher is needed the following process of transfer shall be applied unless otherwise agreed to by the Association:
  - 1. Post existing vacant position(s) at the earliest possible date.
  - 2. Copy of posting provided to Teachers' Association president.
  - 3. When filling vacant position(s), any of the following criteria can be considered:
    - a. volunteers already employed in tenure area;
    - b. length of total years of service to the district.
- B. If involuntary transfer is made to fill a vacant position, then the following shall apply after consideration has been given to seniority (for those eligible for the involuntary transfer).
  - 1. The person affected by the transfer shall be notified in writing within 5 days of the decision.
  - 2. The association shall be provided with a copy of the transfer notification of the involuntary transfer within 5 days of the decision.
  - 3. If the teacher affected desires reasons for the transfer, then they shall be provided, in writing, if so requested.
- C. Placement for the beginning of each school year shall be in accordance with the following guidelines:
  - 1. Teachers shall complete a placement preference form for placement and return it to the building administrator by May 1. (Appendix J)
  - 2. Teacher assignments for September placement which precipitate additional openings shall not require new posting or preference forms but shall be viewed as part of regular September placement practices.
  - 3. A teacher may request a written reason for any new September assignment. It shall be provided within 5 days of receiving the official assignment notice.

## **ARTICLE VII - PROMOTIONS**

All openings for promotion to professional teaching or non-teaching positions, whether acting or provisional, will be adequately publicized by posting or notifying all teachers in every school soon after these openings arise. A job description or statement of qualifications for these positions will be clearly indicated in the announcement. All applications shall be submitted within two weeks after announcement of vacancies. Wherever qualifications are equal, preference will be given to qualified teachers already employed in this District, with consideration to seniority.

Seniority is defined as the length of service with the District in the particular tenure area, which time shall include the probationary period.

## **ARTICLE VIII - TEACHING FACILITIES**

Plans for future building construction as well as existing building construction and/or alterations should give consideration to:

- A.
  - 1. Adequate parking facilities and/or alterations where size of faculty warrants this
  - 2. Separate teacher dining areas
  - 3. Adequate faculty rooms and work areas
  - 4. Space for teaching equipment and personal belongings
  - 5. Adequate teacher space for instruction preparation shall be under constant review by the Teachers' Association and school administrators.

### **B. Damage to Personal Property:**

The district shall provide for the creation of a fund on an annual basis in the amount of \$2,500. on an experimental basis for the life of the agreement. The purpose of the fund is to cover uninsured deductibles incurred by teachers whose property is damaged in the course of their work on school property.

The procedure will include a report of the occurrence (school form), a police report, a copy of the insurance claim form, and a copy of the report of the insurance company payment.

In no case will the fund pay any one individual in any one school year an amount in excess of \$500.

## **ARTICLE IX - LEAVES**

### **Section 1: Bereavement Leave**

Absence for death in the family is not to be deducted from sick leave or from personal days allowable. A teacher is permitted an absence of up to five consecutive calendar days, by arrangement with the building principal, upon the death of his/her father, mother, child, spouse, sister, or brother, except that a weekend and/or a single holiday will not be counted towards the five consecutive days. Upon the death of a teacher's mother-in-law, father-in-law, grandmother or grandfather, three consecutive calendar days of absence are permitted except that a weekend and/or single holiday will not be counted toward the three consecutive days. In the case of a direct spousal relationship death, if the direct relationship is covered under the five-day provision then the five days shall be extended to the spouse. Upon the death of another family member living in the teacher's household, one day of absence is permitted.

- A. If a teacher is called to jury duty, s/he shall be given a leave of absence with pay equal in length to the number of days his/her attendance upon jury duty is required.
- B. Such leave of absence shall not be deducted from sick leave or personal days.
- C. Monetary compensation paid to the teacher for school days for performing jury duty must be turned over to the Superintendent upon its receipt, exclusive of mileage allowance.
- D. Any teacher called to jury duty must give notice to his/her school principal immediately upon his/her receiving notice to the effect that s/he has been called. Failure on the teacher's part to give such notice may result in a deduction from his/her pay on a per diem basis.
- E. If the scheduled jury duty occurs at an inopportune time in the judgment of the building principal, the teacher shall apply for a postponement providing s/he is given a letter by the building principal requesting that a postponement be granted.

### Section 3: Visiting Days

Teachers of the district are permitted to use one day during the school year to visit another school in or out of the district for the purpose of educational observation. Any teacher planning such a visit shall arrange the date with the building principal at least two weeks in advance of the visit. A written report will be submitted to the appropriate administrators and other interested parties upon request, so that maximum benefit can be derived from the observation of professional operations in other areas. Teachers will be allowed to visit the same school on the same visitation day subject to approval of the Superintendent.

### Section 4: Personal Business Days

- 1. Two days' absence for personal, legal, or business matters will be permitted each school year and will not be deducted from sick leave. Effective July 1, 2003 the two days shall be increased to three days for tenured teachers. At the discretion of the Superintendent of Schools, additional personal days may be granted.
- 2. Application for such permissible absence shall be made as far in advance as practicable, ordinarily at least 48 hours in advance.
- 3. The applicant shall not be required to state the reason for his/her absence, but it is understood by Board and Association that professional responsibility will be expected of all personnel in the exercise of this privilege. However, in the event less than 48 hours notice is given, the teacher shall indicate the reason for his/her absence. The reason provided shall be either family obligation, legal/business or household/mechanical emergency. If the reason does not fall into any of these categories, the teacher shall provide a more specific reason.
- 4. Professional discretion would not envision the use of personal business days either immediately prior to or subsequent to a holiday, or recess period, or for two consecutive school days, but where such use is necessary, prior approval must be secured from the Superintendent of Schools.
- 5. Teachers shall have time off with pay when necessary for giving testimony under involuntary subpoena in matters in which they are not a direct party.

## Section 5A: Sick Leave

Any teacher, probationary or tenured, shall be permitted to be absent during any ten-month school year for a total of fifteen (15) school days without loss of pay or other privileges for his/her personal illness or physical or mental incapacity.

An additional three days will be granted to teachers who are placed on tenure as long as they maintain their tenure status. Effective July 1, 2003 the three days shall be decreased to one day.

The following rules shall govern the application of such sick leave:

1. As a safeguard to the health of all concerned, any absence exceeding five school days may require the presentation of a doctor's note to the building principal before returning to school. An absence exceeding ten school days, or a recurrent absence, will require a doctor's note.
2. Sick leave policy will be pro-rated for employees who work more or less than ten months.
3. Sick days, unused, are cumulative to 180 days maximum. No teacher shall have this accumulation reduced except as provided in this policy. Accumulated unused sick days are not to be construed as terminal leave. An annual tally of unused sick days as of September 1st is to be submitted to all professional personnel on or about October 1st of each school year.

A teacher, after accumulating 180 days, will receive at the end of the year \$550, less \$30 for each personal or sick day used during the year. This payment will be made by the first pay period in July.

4. Cases of extended sick leave beyond the period specified above become special cases and will be referred to the Board of Education for consideration and such action as may be merited.
5. Sick leave can be applicable to emergency illness in the immediate family.
6. A teacher who is on the sick bank as of September 1 of any year shall not receive any additional sick days for that school year.

## Section 5B: Sick Leave Bank

### **A. Definitions**

1. Prolonged and continuous illness shall be defined as a disability causing an absence from teaching which commences between September 1 and June 30 that extends beyond forty (40) school days, inclusive of holidays. However, in the event that the onset of disability occurs between July 1 and August 31, this provision will be satisfied by the disability continuing beyond September 1 for said period of forty school days inclusive of holidays. In no case will payment under this provision be made during the first forty school days, inclusive of holidays, of the disability unless hereinafter provided.
2. Doctor shall refer to a physician, doctor, osteopath, psychiatrist, and chiropractor or any other persons duly licensed to prescribe medication or medical treatment.
3. Teacher as used in these procedures includes all certified personnel covered by this contract.



## B. Exclusions

Excluded from coverage under this Sick Leave Bank are those absences caused by intentional self-inflicted injury of any kind, absence resulting from a normal pregnancy not resulting in a disability, or absence caused by alcoholism or drug addiction, unless prohibited by law.

A teacher who receives benefits by reason of this provision shall be obligated to refund to the Board of Education any recovery made by such teacher for said disability from the teacher's claim against an insurance policy (including Workers' Compensation) to the extent that such recovery is specifically identified as a reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the teacher under this provision. Upon such refund, the Board of Education shall add the equivalent number of days to the Sick Leave Bank. The formula for determining days to be returned to the Sick Leave Bank shall be based on 1/200th of the B.A., step 1.

## C. Establishment/Maintenance

The Sick Leave Bank shall be established and maintained in the following manner:

At the establishment of the Sick Leave Bank and on the commencement of each school year thereafter, the Board of Education shall deduct one day from the annual sick leave of each teacher as provided in Article IX, Section 5A, paragraph 3, who is in the employ of the Board of Education or subsequently employed and said day shall be deposited into said fund (Sick Leave Bank) and the Board of Education shall also provide, in addition to the aforementioned, one-half ( $\frac{1}{2}$ ) day for each teacher in the employ of the Board of Education or subsequently employed and said half day shall be deposited in the said fund (Sick Leave Bank). The annual deduction of one (1) day for each teacher and the contribution of one-half ( $\frac{1}{2}$ ) day for each teacher by the Board of Education shall continue until the fund accumulates a number of days equal to three times the number of teachers as of September 1st of each year.

The use of the Sick Leave Bank shall at all times be restricted to the number of days actually accumulated and remaining available in the Sick Leave Bank at the time an application is made by an eligible teacher to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced by the use thereof to a number of days less than two and one-half ( $2\frac{1}{2}$ ) times the number of teachers in the employ of the Board of Education on June 30th of that year, then at the commencement of the school year immediately following such event and, if necessary, at the commencement of each succeeding school year, a further deduction of one such day from the annual sick leave of each teacher shall be made until the fund (Sick Leave Bank) exceeds a number of days equal to three times the number of teachers in the employ of the Board of Education to the extent resulting from a uniform annual deduction of one (1) day plus one-half ( $\frac{1}{2}$ ) day from Board per teacher per year.

At any time and for any reason a teacher may contribute an additional four days in each school year, for a total of four subject to the above mentioned maximum days in the Fund.

#### **D. Eligibility**

In order to be eligible to draw upon the Sick Leave Bank, a teacher must:

1. Be suffering from a prolonged and continuous illness as defined herein.
2. Submit a written statement from his/her doctor prior to the use of the Sick Leave Bank indicating the diagnosis, the date of the onset of the condition, advice of the doctor as to the need for leave, and the starting date of absence.

The Board of Education may require additional medical statements from the attending doctor (as hereinbefore defined) at thirty day intervals to maintain eligibility for the Sick Leave Bank.

The Board of Education shall have the option of having the prolonged and continuous illness certified in writing by a doctor specified by the Board of Education.

In the event that the Board of Education's doctor (as hereinbefore defined) disputes the teacher's doctor's (as hereinbefore defined) determination regarding the ability of the teacher to perform his/her assignment, then at the request of the teacher, the Board of Education and the Bayport-Blue Point Teachers' Association shall select a doctor from a panel recommended by the A.M.A. (American Medical Association), Suffolk County Chapter. The method of selecting the doctor from the panel shall be similar to that used by the A.A.A. (American Arbitration Association) for selecting an arbitrator. The determination of the third doctor shall be final and binding on all parties. The decision must be made within two weeks (calendar days).

3. Have satisfied the waiting period unless as otherwise herein provided.

#### **E. Use Limitations**

Independent of the duration of the prolonged and continuous illness a teacher who is eligible to draw on the Sick Leave Bank may do so until the following is met - whichever occurs first:

- teacher is eligible, as affirmed by the New York State Teachers' Retirement System, for a disability pension or,
- for a maximum period of four (4) years,

In the event a teacher who has drawn upon the Sick Leave Bank returns to his/her teaching position, that teacher shall not be precluded from drawing on the Sick Leave Bank for subsequent disability whether occasioned by the previous cause or a new cause provided that the subsequent disability continues for a period of forty school days inclusive of holidays as hereinbefore provided. If the subsequent disability is occasioned by the previous cause, the forty school day (inclusive of holidays) waiting period shall be covered by the Sick Leave Bank.

## Section 6: Child Care Leave (shall apply for males and females)

1. A teacher on child care leave may not be employed on a full time basis without the approval of the Superintendent of Schools.
2. Child care leave will normally be for the remainder of the school year and the next school year but this may not exceed 20 school months.
3. A request for child care leave must be made within 6 months after birth or adoption, except as may otherwise be required by law.
4. The Superintendent of Schools may recommend for Board of Education approval exceptions to this provision at his/her discretion.
5. After absence for child care leave, a teacher may resume school duties at the beginning of a school year or at such time as an opening occurs in a field in which s/he is qualified, except as may otherwise be required by law. Salary increments or seniority accrued will not be permitted during a child care leave of absence, but a teacher who has taught at least one full semester before beginning his/her leave will be credited with a full year of service for salary purposes for that year upon his/her return to teaching. In no case shall a teacher receive two years' credit for two semesters. No teacher will resume duties after a child care leave without a certificate of good health from a physician satisfactory to the Board of Education if the teacher's inability to perform the duties of her job was related to the request for the leave.
6. Within ninety days\* prior to the expiration of a child care leave (usually April 1), the teacher on leave is expected to give notice in writing of his/her intention to return to teaching. If no notice is received, such teacher will be considered to have forfeited all right to employment and other benefits of this district.  
  
\* It will be the District's responsibility to provide the teacher on leave with a registered letter requesting response of his/her intent to return.
7. Should this provision be ruled to be illegal by a court of law, this section of the contract shall be reopened for negotiations.
8. Should this provision be tested in the courts for its legality, the Bayport-Blue Point School District will hold the Bayport-Blue Point Teachers' Association, Inc. harmless from all legal costs, claims, or awards arising therefrom. The Bayport-Blue Point Teachers' Association affirms that it shall not be a litigant in this matter.

## Section 7: Leaves of Absence Without Pay

An ordinary leave of absence without pay may be considered on an annual basis by the Board of Education after a formal request has been approved by the building principal and the Superintendent. Such leave of absence would be permitted only to tenure teachers. No benefits will accrue and employment will be terminated if a teacher fails to give notice of intention to return 90 days\* prior to termination of leave.

\*It will be the District's responsibility to provide the teacher on leave with a registered letter requesting response of his/her intent to return.

#### Section 8: Early Leave for Summer School

1. With the consent of his/her building principal and the Superintendent, a teacher may end his/her teaching year a maximum of three days earlier than the official date of termination in order to participate in an early summer school program or research project considered to be of value to the district and the teacher.
2. Days so used will be deducted from the teacher's personal business days.
3. Arrangements satisfactory to the building principal must be made by the teacher concerned for the completion of his/her professional responsibilities.

#### Section 9: Sabbatical Leaves (MORATORIUM TO JUNE 30, 2006)

##### **A. Purpose**

1. To give professional personnel the opportunity to do graduate work beyond their present status.
2. To give professional personnel the opportunity for travel combined with a program of study considered relevant and useful to the enhancement of their teaching competence.

##### **B. Provisions for Payment**

1. A full year at half-pay after seven years of consecutive service and each succeeding seven years of consecutive service in this district.
2. A half-year at full pay after seven years of consecutive service and each succeeding seven years of consecutive service in this district.
3. A full year at full pay available after fourteen or more years of consecutive service to this district without previous sabbatical leave.
4. Summer Sabbaticals - Three consecutive summers for a program of study of at least six weeks at an accredited college or university. Compensation shall be one-half year's pay, one-third each summer, based on pay in effect during first summer. Summer sabbaticals are to be charged to the 2% limit on sabbaticals in C-1 at the rate of one person charged in his/her initial year to the two percent of the teachers permitted for that initial year.

### C. Requirements

1. No more than two percent (2%) of the teachers of the district may have such leave in any one year, of which only one teacher can qualify under B-3.
2. Screening of Candidates:
  - a. Factors governing selection: seniority in the district as well as nature and purpose for using the sabbatical leave.
  - b. Processing of applications: applications are to be processed successively through the Building Principal and Superintendent who will make their recommendations to the Sabbatical Screening Committee.
  - c. The Sabbatical Screening Committee will consist of four persons: the Superintendent, one Board member, and two members appointed by the Association.
  - d. The Board of Education has the final decision as to who will receive sabbatical leave.
  - e. Application for sabbatical leave must be made by November 1 preceding the school year for which it is applicable.

### D. Other Specifications

1. Persons on sabbatical leave maintain rights to tenure status, retirement benefits, medical insurance, and all other rights and benefits secured to professional personnel employed by this district, except accumulation of sick leave. Upon return to full time service to the district, at the completion of the sabbatical leave, such persons will be entitled to be placed on the next higher salary step for the ensuing year.
2. Graduate study done in a teacher's area of work and hours of graduate credit accumulated during the sabbatical leave, if approved in advance by the Superintendent, will be counted toward the determination of a member's training level for purposes of salary in the ensuing year and all subsequent years.
3. Other financial awards in the form of fellowships, scholarships, or grants-in-aid are permitted and encouraged for persons on sabbatical leave, with no loss in pay or other benefits accruing by virtue of their employment in this district.
4. Any major change in sabbatical plans should be submitted to and approved by the Sabbatical Screening Committee.
5. Except in special circumstances which are beyond his/her control, a teacher will be expected to serve at least two years after conclusion of his/her sabbatical.
6. Persons taking sabbatical leave will make two reports with a copy to the building principal. The first report will be due one month after the sabbatical starts indicating the program being followed. One month after the completion of the sabbatical, the second report will be due stating the results of the sabbatical. The program pursued must correspond to the original proposal. Any change must be approved by the Superintendent.

## ARTICLE X - TIME TO TEACH

### Section 1: Class Size and Teaching Load

A. **Elementary** A reasonable effort will be made to achieve the following guidelines:

(There will be a leeway of 10% above the maximum for class sizes – pre-kindergarten, kindergarten, grades 1-5 – in this section.)

Pre-Kindergarten	12 to 25 pupils per teacher
Kindergarten	12 to 25 pupils per teacher
Grades 1-3	20 to 25 pupils per teacher
Grades 4-5	23 to 27 pupils per teacher

The administrators and teachers will confer in the arranging of groups in a flexible manner to accommodate the special needs of the pupils, wherever it is obvious that adjustments in the above guidelines are necessary for the improvement of instruction.

Elementary school special subjects will have the following guidelines:

Art	625
Music-Vocal	575
Music-Instrumental	150
Nurse	1 per building, no less than presently employed
Physical Education	325 in 15 sections
Librarian	1 per building of 450 students, or ½ for less than 450

Elementary classes may begin at the start of school in September at the supermax. However, no earlier than August 15th the District shall determine, based upon the IEP's of special education students in self-contained classes, how many will be mainstreamed into a regular class. Those numbers of students by grade level, or 50% of the total number in self-contained classes by grade level, whichever is greater, will be used to reduce the class size by grade level below the supermax. For example, assume there are twelve special education students in a self-contained class in grade 3, and as of August 15th six of them are to be mainstreamed into the regular class. If there are three regular grade 3 classes, the District may start each class at 26 students rather than the supermax of 28. The District may likewise start one class at 27 students, one at 26, and one at 25. Although the district will examine as an option the equitable distribution of mainstreamed students by grade level, the determination of which classes shall be reduced below the supermax, and by how many students, shall be vested solely with the District.

If, as a result of changes occurring after August 15th additional special education students are mainstreamed to a class, which results in the class being over the supermax, the District will provide 45 minutes of aide time to the teacher for every special education student over the supermax. The determination of when, during the course of the day, the aide time will be provided, will be based upon mutual agreement by the teacher and the principal. For example, if the class began at the supermax of 28 students and subsequently two additional special education students are mainstreamed to the class, the District will provide the teacher with 90 minutes of aide time during the course of the day.

B. Middle School (Grades 6, 7, and 8)

No classroom teacher of academic and business subjects will be scheduled for more than five classes totaling approximately 130 pupils, with one additional non-teaching assignment. If the guidelines are to be waived, the teacher must request such change in writing. A copy is to be provided to the Association President. If a teacher consents to teaching a sixth class, the compensation therefore shall be of twice the tutorial rate.

Special subjects at the Middle School will have the following guidelines:

Art, General Music, Home/Career Skills, Technology	25 per class
Guidance Counselor	330 per counselor
Guidance Counselor (assigned exclusively to classified students)	200 per counselor
Librarian	1 per building
Music-Instrumental	150 per teacher
Music-Vocal	300 per teacher
Nurses	1 per building
Physical Education (with 7th & 8th gr. Pupil comb. whenever scheduling permits)	350 per teacher

C. Senior High School (Grades 9-12)

No classroom teacher of academic and business subjects will be scheduled for more than five classes totaling approximately 130 pupils, with one additional non-teaching assignment. If the guidelines are to be waived the teacher must request such change in writing. A copy is to be provided to the Association President. If a teacher consents to teaching a sixth class, the compensation therefore shall be of twice the tutorial rate.

Special subjects at the senior high school will follow these guidelines:

Studio in Art, Jewelry, Film Animation & Illustration, Photography, Pottery & Glazes, Sculpture, Painting, Art History, and other Art subject sections, Home & Career Skills, & Technology	122 per teacher
Woodworking	120 per teacher
Driver Education	64 per teacher
Guidance Counselor	330 per counselor
Guidance Counselor (assigned exclusively to classified students)	200 per counselor
Librarian	1 per building
Music-Instrumental	150 per teacher
Music-Vocal	300 per teacher
Nurses	1 per building
Physical Education (with pupil comb. limited to 9-10 & 11-12 grades wherever scheduling permits)	350 students

**D. District-wide Special Services**

1. Psychologists
2. Certified Reading Teachers
3. Teachers of Students with Learning Disabilities
4. Resource Room Teachers
5. Special Class Teachers
6. Speech and Language Teachers

The school district will not exceed state guidelines (Commissioner's Regulations) with regard to class size and student load except that special education teachers shall not be required to teach more than five (5) periods per day at the middle school or at the high school.

**Section 2: Preparation Periods**

- A. Each elementary teacher will have a preparation period each day for a total of 200 minutes per week, excluding time before and after students are in attendance, and a duty free lunch period. The lunch period will be no less than 40 minutes except when the teacher is required to be on duty at which time it shall be no less than 30 minutes. Passing time of 4 minutes will not be included in teacher preparation time.
- B. At the secondary level, all teachers shall be assured of one preparation or conference period daily, or five per week. However, wherever possible because of the nature of the teaching schedule, academic subject teachers will be provided with two preparation or conference periods daily or ten per week. Wherever possible (to prevent diffusion of a teacher's preparation time) no academic teacher (Grades 7-12) will be assigned to teach more than two different courses of study within a given subject area, or three if on the same grade level (e.g. a proper teaching load would consist of either (1) American History 11R, 11, and 11HR or (2) Global Studies 10R and American History 11). A teacher may request in writing that Agreement guidelines be waived in his/her teaching assignments because of his/her own personal preferences for a more diversified schedule. Such request will be honored without pressure from any source to encourage or discourage a teacher from opting for this course of action.
- C. Class coverage--In the event of an emergency, such as an uncovered class where a substitute is unavailable, teachers in a secondary building shall cover up to ten classes without compensation during the school year on a rotating basis. Any subsequent coverage shall be compensated at the agreed upon rate stated below. In an elementary building a teacher will cover up to a total of 40 minutes in a given school year without compensation on a rotating basis. Any subsequent coverage shall be reimbursed at the rate stated below. Teachers volunteering for this duty will be given preference.

**2002/03..... \$29.28**  
**2003/04..... \$29.28**  
**2004/05..... \$30.16**  
**2005/06..... \$31.06**

- D. There will be no extra duties assigned to Junior and Senior Class advisors or the Student Council (G.O.) advisor other than a homeroom consisting of only the officers of their respective organizations.



- E. Itinerant teachers will have no more than five assigned classes and may not be assigned any additional duties other than a homeroom or other short-term assignment equal to homeroom time in the building in which they begin their teaching day. The district will provide that no itinerant teacher will travel from one district building to another more than once during the school day.

If this provision is to be waived, the teacher must request such change in writing. A copy is to be provided to the Association President.

- F. Reasonable efforts will be made not to assign secondary teachers more than three consecutive teaching periods.

### Section 3: The School Day

- A. For the sake of equity, a maximum teaching day of seven hours will be established throughout the district, with the time of arrival and departure of teachers used as the standard for measuring the teaching day. The Board reserves the right to adjust the above after consultation with the Association, to adapt to unforeseen circumstances. The above is not intended to preclude the teacher's responsibility to attend professional meetings.
- B. In the middle and high school (6-12) each teacher will have one unpaid chaperoning duty per year. The teacher shall pick from a schedule provided by the building principal. The teacher shall not be required to choose a dance, basketball, football, or wrestling assignment.
- C. In the elementary school (K-5), a minimum of two 3-hour periods will be set aside for parent conferences within the school year for each regular classroom teacher, and one evening conference shall be scheduled.
- D. Elementary teachers (K-5) will have the responsibility of fulfilling assignments of a small group, tutorial, or professional nature within the student contact time, as long as the actual student contact time does not exceed five hours on any given school day.

### Section 4: School Aides

- A. School aides will be employed in the district for supervision in the cafeterias, playgrounds, study halls, and detention halls.
- B. The Association President and two other representatives of the Association will meet in February each year with the Administrative Council to assess the efficacy of the teacher aide program and to develop recommendations for its improvement. In case of disagreement, the Association reserves the right to present its position independently to the Board of Education.

### Section 5: Commercial Sales

All commercial sales will be handled by agents of the companies concerned.

## Section 6: Middle School and High School 9-Period Day

Teachers shall be available to provide instructional support in their content area during their ninth period up to 91 days each school year. This instructional support will not take the place of existing or future course offerings. Teachers shall be available to attend meetings during their ninth period up to 81 days each school year including but not limited to content area meetings, team meetings, grade level meetings, articulation meetings, meetings with parents, meetings with administration, etc. In the case a substitute cannot be found after a reasonable effort is made, or if administration determines that additional supervision is needed, teachers shall cover a class or provide such supervision during their ninth period for up to 10 days each school year. The district shall continue securing day-to-day substitutes in the same manner as presently exists. It is not the intention of the district to utilize teachers during the ninth period in place of permanent substitutes, yet nothing contained herein shall be interpreted to require the district to maintain any particular number of permanent substitutes. The number of days that teachers are required to cover a class or provide such supervision under this provision shall be deducted from the number of days a teacher can be required to cover a class without additional compensation pursuant to Section 2.

## Section 7: Tutoring Services:

Members of the bargaining unit may volunteer to provide tutoring services for students during the school day in accordance with the following guidelines:

- A. The rate of pay would be at the contractual tutorial rate with one class period being equivalent to one hour of home teaching.
- B. Teacher shall be asked to volunteer to provide this service.
- C. Tutorial services would be for any period beyond a five-period day for the teacher.
- D. Tutorial services provided would be limited to no more than four students during any one period.
- E. Tutoring would be provided for students who have been designated as having a special need where that need is not able to be addressed through existing special or regular programs.

## **ARTICLE XI - TEACHER PROTECTION AND ACADEMIC FREEDOM**

### Section 1: Concerning Teacher Rights

- A. Teachers are guaranteed access to their own personal folders at all times, with the single exception that references or recommendations submitted in confidence will remain so.

- B. Complaints by parents or interested citizens alleging unprofessional or unethical conduct on the part of a teacher will be handled in the following manner:
1. Complaints about a teacher or group of teachers, made to a board member, the Superintendent or his assistant, should be referred first to the building principal. If said complaint can be resolved satisfactorily by the building principal, the matter ends there.
  2. If the complainant is not satisfied after discussion of the matter with the building principal, the problem is referred to the Association's Professional Practices Committee. The Professional Practices Committee investigates the matter and reports its findings and suggestions to the building principal and to the complainant.
  3. If the complainant is still not satisfied at this time, the matter is directed to the Superintendent and ultimately, if necessary, to the Board of Education.
  4. Anonymous complaints and complaints in which the complainant refused to be identified to the teacher will be brought to the attention of said teacher. If the matter is not dropped at this point, it will then be brought to the Ethics Committee.
- C. Unauthorized individuals or groups will not be permitted entry into classrooms.
- D. No teacher, tenure or probationary, will be subjected to summary dismissal on the basis of allegations made by any persons without a hearing before the Board of Education conducted according to the due process of law. The assumption in every case will be that the accused teacher is innocent until the accuser, who bears the burden of proof, produces sufficient evidence to convince the Board of Education that the allegation is true and that the teacher is guilty. The following constitutional rights of the teacher will be protected in any hearing that becomes necessary:
1. the right to a written statement of the full charges and evidence against him/her;
  2. the right to be represented or assisted by counsel;
  3. the right to a speedy and impartial hearing;
  4. the right to present witnesses for his/her defense;
  5. the right to cross-examine witnesses against him/herself;
  6. the right to appeal;
  7. protection against double jeopardy.

## Section 2: Children With Special Needs

Each school shall maintain, support, and follow the guidelines of Educational Support Teams (EST) as reviewed and endorsed by the Elementary and Secondary Councils and adopted by the school district.

## Section 3: Academic Freedom

It shall be the sense of this Agreement that teachers shall participate in the preparation of recommendations concerning the selection of textbooks and other materials of instruction, the development of curriculum, the preparation of budgets, the grouping of students and all other activities which require professional judgment and affect the instructional program.

Teachers will be involved in making budgetary cuts in textbooks and other materials of instruction which they have requested, subject to final decision by the building principal.

After having reflected upon the written recommendations of the professionals in the district, the Board of Education shall reserve to itself the final authority for the making of decisions in these matters.

It shall also be the sense of this Agreement that the Board of Education intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgment in the instructional program of the district.

If the Board of Education requests information from the Teachers' Association, it shall give the Teachers' Association a report in writing concerning their reaction to these matters.

## **ARTICLE XII - FRINGE BENEFITS**

### **Section 1: Insurance**

#### **A.1 Health Insurance**

##### **Employee Contribution to Health Insurance Premiums**

Teachers participating in either Family or Individual coverage(s) will contribute 10% of the premium of the previous fiscal year for health insurance coverage. Such rate shall increase to 12% effective July 1, 2003, 13% effective July 1, 2004, and 15% effective July 1, 2005.

**For those hired on or after July 1, 1991**, their contribution shall be at the rate of 20% which shall be decreased to 18% effective July 1, 2003, 17% effective July 1, 2004, and 15% effective July 1, 2005. When such teachers receive tenure, their contribution rate shall be governed by the preceding paragraph.

**Teachers hired after June 30, 1998** shall not be afforded health insurance if they have a spouse who has family coverage under the Empire Plan, and shall not be entitled to receive the payment from the District described below. However, if as a result of not having coverage hereunder, the teacher is required to make a co-payment that s/he would not have otherwise had to pay, the teacher shall be reimbursed by the District in an amount not to exceed one-half of the family premium. A teacher whose spouse ceases to be afforded family coverage under the Empire Plan will be provided health insurance by the District subject to the contributions set forth above. Should a teacher who has retired, and who had not been afforded health insurance while working for the District, subsequently find himself/herself without any health insurance coverage as a result of divorce or death of their spouse, then in that event the District will start paying the premium on behalf of the employee if it is permissible to do so under the rules and regulations of the Empire Plan, and further provided that the cost to the District is no greater than it is for other retired employees.

## A.2 Health Insurance Declination

Employees will be provided a period for an annual option to decline health insurance as they are presently enrolled (September 1990). Should an employee opt for the annual declination of that coverage s/he will share equally in the premium savings that accrue to the District. Those savings shall be distributed as accrued through December of each calendar year and shall reflect the difference of the cost of the premium to the District versus no insurance or a change from 'family' to 'individual' coverage. The premium savings due to the employees shall be paid in January of the following year. It is understood that an employee given personal circumstances may reverse the option at any time and then may be reinstated to health insurance coverage per the rules of the then current plan with, of course, no further sharing in any savings.

All employees who decline health insurance shall be credited with one-half the premium savings on a calendar year basis.

## B. Dental Insurance

The District's dental contribution shall be \$16.53 for single coverage and \$41.10 for family coverage.

The district contribution shall not increase for the life of the agreement. Any increase shall be borne by participating employees.

The Association may change a carrier upon reasonable written notice to the Superintendent prior to start of a fiscal year. However, the district contribution shall not be increased.

## Section 2: Tax Sheltered Annuity

A system of tax sheltered annuities is available to the professional personnel of the district through different programs. Provisions for utilization of the tax sheltered annuity programs available must be filed with the Finance Office of the District in writing at least thirty days prior to payroll deduction. Changes in annuity programs are allowed at any time subject to IRS regulations.

Any person interested in these programs should contact members of the Executive Council or the Finance Office. Companies will provide individual counseling and advice for people interested in their programs.

## Section 3: Flexible Benefit Plan

The District agrees to implement a Flexible Benefit Plan under IRS Section 125 for all members of the Bayport-Blue Point Teachers' Association in accordance with the following:

The District will continue to incur all costs of teachers' participation in the Flex Plan including District personnel time involved and administrative charges of the Health Care reimbursement account and the dependent care reimbursement account as long as the District's savings from the Flex Plan (payroll taxes, etc.) are in excess of the District's costs.

In the event that the District asserts and the Union does not contest that the District's costs associated with the Flex Plan no longer provide a savings or break-even point for the District by the use of the Flex Plan, then the District will have the option of terminating the Flex Plan at the earliest possible date permitted by law or I.R.S. regulation without any damages or cost to the Association or its' members.

In the event that the District asserts and the Union disagrees that the District's costs associated with the Flex Plan no longer provide a savings or break-even point for the District by use of the Flex Plan, then the question shall be presented to an arbitrator mutually agreed upon by both the District and the Association. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The District and the Association will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The selected arbitrator will hear the matter promptly and will issue a decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements of proof are submitted to the arbitrator. Should it be determined by the arbitrator that the District was correct, and that it was no longer realizing a savings or breaking even, the arbitrator shall assess compensatory damages excluding legal fees against those teachers who are members of the Flex Plan on a per capita basis, which shall be collected by the District through payroll deduction, from that point in time when the District first informed the Association that it was no longer realizing a savings or breaking even. The arbitrator's decision will be in writing and set forth his/her findings of fact, reasons, and conclusions on the issues. All expenses of the cost of services of the American Arbitration Association will be borne equally by the District and the Association.

The decision of the arbitrator will be binding upon both parties.

The Association will be provided by the District with copies of the quarterly statements generated by J.J.Newman (indicating the status of the Flex Plan including amount of money withdrawn to date and the amounts of money still available for claims) within one week of its receipt.

### **ARTICLE XIII - SERVICE CREDIT**

#### **Section 1: Application of Graduate Hours in Relation to the Salary Schedule**

As is possible with any set of regulations, there will undoubtedly be conditions arising which are not explicitly covered by the following. That is the reason why the last condition, the development of an Advisory Committee, has been recommended. This Committee is not thought of as an appeal board since all appeals will go directly to the Board of Education. It is, however, designed to continue the constructive development of policy and its application as experience is gained.

1. All credited courses must be at the graduate level, except where an undergraduate course is necessary to obtain an additional certification from the New York State Education Department, and in that even the movement on the salary schedule applicable to those undergraduate credits will not occur until the additional certification is obtained.

2. All credited courses must be taken in an accredited or Board approved institution.
3. Courses provided under the auspices of the Suffolk County Reading Council will be accepted.
  - a. Initial completion of the course will be given two hours of salary credit.
  - b. All subsequent completions of courses:
    1. One hour of Credit - Regular attendance and completion will be credited with one hour of credit.
    2. Two hours of Credit - Two hours of credit will require pertinent readings and a written report acceptable to a committee composed of two teachers and the Superintendent or his/her appointee.
4. It is suggested that the priority of courses be taken as follows:
  - a. Toward permanent certification in any area of service to the local school district.
  - b. Toward advanced degrees in the area of service to the local school district.
  - c. Toward broadening of the teacher's background, without specializing in areas other than the one of service to the local school district.
5. Any courses which are required for New York State certification or for an advanced degree in the area of service to the local school district will be approved. It is not only permissible, but preferable for the teacher to plan and to seek approval for an entire program, rather than one course at a time.
6. A maximum of 15 hours per year (September 1 to August 31) will be allowed for credit. The Superintendent of Schools may waive this provision at his/her discretion.
7. Surplus graduate hours, in addition to those required for a graduate degree, will be applied, regardless of chronology, and in accordance with the applicant's status at the time of application. For example, the applicant who is being paid at the B.A.+45 level, and who then attains the Master's Degree (which might require 35 of those 45 hours) will be credited with the ten surplus hours toward the M.A.+15 salary scale. An Advisory Committee, to advise the Superintendent in cases which require further definition and interpretation, will be composed of the members of the Executive Committee, plus whatever appropriate building principals the Superintendent wishes to include. This committee will serve purely in an advisory capacity, the ultimate administrative decision resting with the Superintendent. The Committee will also work continuously with the Superintendent to recommend modifications of the above policy in accordance with experience.

An applicant whose courses are denied approval may appeal directly to the Board of Education, which shall have the right to grant exceptions to the application of the policy or to modify the policy for general application according to its own collective judgment.

8. Credit for courses completed by September 1 will be applied to the salary schedule effective September 1st. For courses completed by February 1st, credit will apply on February 1st. Changes in degree status for salary purposes will be made on September 1st and February 1st.

9. Persons moving from the B.A.+30 salary schedule to the M.A. salary schedule must complete a minimum of fifteen graduate credit hours earned at a college or university.

Persons moving from the M.A. to M.A.+60 salary schedule must complete a minimum of fifteen graduate credit college courses after having completed the requirements for movement to the M.A. schedule.

Undergraduate credits will be accepted if the courses are required to meet requirements for a second certification.

### Section 2: Military Service Credit

An agreement concerning credit allowance will be arrived at at the time of initial hiring. No further adjustments will be made after that time, providing the teacher was advised of said policy at the time of his/her hiring.

"As to military service, the committee recommends that if the applicant's teaching career, or education toward teaching, has been interrupted by U.S. Military Service, credit be allowed by this Board on a year for year basis to a maximum of three years, and that said credit will be established for this military service only at the time hiring is approved by the Board of Education."

### Section 3: Credit for Other National Service

A tenured teacher who provided notice by April 1 of his/her intention to be absent during the coming school year for the purpose of serving in, or teaching for, the armed forces of the United States, or of serving the nation in a non-military capacity such as the Peace Corps, VISTA, exchange teaching, or other similar experience will be excused without pay in an ordinary leave of absence. Upon his/her return, salary credit will be provided if evidence is submitted that the time away was spent in service to the nation.

### Section 4: Career Increment

"Credited service," as used for the purpose of defining eligibility for the career incentive awards at the 19th, 20th, 21st, and 22nd steps of credited service shall include:

1. at least ten continuous or recurrent years of service teaching within the Bayport-Blue Point School District, and
2. as many years of teaching service outside this school district as were agreed upon for credit at the time of contracting for employment here.

Each teacher will receive notice as to the total number of years of service with which s/he is credited, such notice to be given annually on the salary agreement for the subsequent year.



## ARTICLE XIV - PAYROLL POLICY

- A. Professional salaries will be disbursed on a bi-weekly basis.
- B. Summer school salaries will be paid on the same bi-weekly basis as applies during the regular school year, except that expenses for summer travel programs of the high school enrichment session will be disbursed according to the needs of that program.
- C. A statement as to wages and taxes paid during the previous year will be issued on or before January 31st.

Upon request, a teacher may obtain a list of deductions and pertinent salary information. Information requested will be provided within a two week period.

- D. Upon written notice from any teacher, the district will provide payroll deduction for dues to professional associations, for U.S. Savings Bonds, and to the Teachers' Federal Credit Union. The district shall not be responsible for the application of such monies after permitting the deduction as authorized by said written notice.

Persons wishing to make corrections in payroll deductions as listed above, must do so between the following dates: September 1-30, January 1-15, April 1-15. In addition, with regard to Teachers' Federal Credit Union deductions, changes may not be made more than five times in any one school year and 30 days must elapse before making a change except if the change is due to the taking of a loan.

- E. Reimbursement for expenses involved in attending educational conferences, inter-school visitations, field trips or other authorized district business shall be made wherever possible within three school days after submission of required vouchers, receipts, and a conference report in accordance with the conference reporting guidelines of the District. Such expenditures as may be vouched for in advance, such as costs of public transportation and/or accommodations, will be payable directly through the District Office upon submission of itemized invoices and a conference report in accordance with the conference reporting guideline of the District.
- F. Whenever an unanticipated deduction from a teacher's salary check becomes necessary, the teacher involved will receive notice of the reason and amount of said deduction at least one week prior to the pay day when such deduction is to occur. Bookkeeping or computer errors resulting in inaccurate pay checks should be reported to the Superintendent or his/her designee, who will make every effort to rectify and compensate for the error within three school days after receipt of report.
- G. Teachers will be paid on a ten or twelve-month basis.

Persons being paid on a ten-month basis shall receive twenty-one or twenty-two checks, as permitted by the calendar year, distributed every two weeks between September 1 and June 30 of each school year in conformance with the requirements of Education Law, Section 3015.

Persons being paid on a twelve-month basis shall have their yearly salary divided into twenty-five or twenty-six checks, as permitted by the calendar year, distributed every two weeks between September 1 and June 30 of each school year in conformance with the requirements of Education Law, Section 3015. All monies due persons being paid on a twelve-month basis shall be distributed on the last pay date prior to June 30 of the school year.

The district will be responsible for informing each teacher of the availability of the options prior to May 1 of each school year. Each individual teacher is responsible for informing the school district in writing prior to July 1 of each school year as to the option they have selected for the following school year. Any teacher failing to return the Notification of Options form shall be automatically paid on a twelve-month basis.

- H. All extra-curricular teacher salaries will be paid after completion of the activity in accordance with the following schedule of dates: Coaches--the pay period following the end of the general sport season in which the particular sport is played, respectively fall, winter, spring. Other extra-curricular activities will be paid in the pay period following completion of the activity but either the pay period following closest to January 15 and for activities completed after that date, the pay period following May 31st. The foregoing does not apply to chaperones who will continue to be paid as at present. It is understood that the foregoing is subject to exception where operating or payroll problems may arise.

I. NYSUT Benefit Fund Deduction

The district shall provide for the option of the deduction as soon as is feasible after ratification of the Agreement and written save harmless protection for the district are delivered by NYSUT. Any costs related to the implementation of this provision shall be borne by the Association.

J. Procedure For Agency Fee Refund (effective 7/1/90)

**Agency Fee Dues Refund:** Any person making service payments to the Union in lieu of dues, as mandated by Chapter 677, Laws of 1977, as amended by Chapter 678, Laws of 1977 and Chapter 122, Laws of 1978, shall have the right to object to the expenditure of his/her portion of any part of any agency shop fee deduction which represents the employee's prorata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notifying the Union President of his/her objection by registered or certified mail during the period between September 1 and 15 following the fiscal year for which the objection is made.

The approximate proportion of service fees spent by the Union for such purposes shall be determined annually, after each fiscal year of the Union. Refund of a prorated portion of the objector's fees corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection, as provided above. The amount refunded shall include the individual's prorated portion of refundable expenditures, if any, by the Union's affiliates from monies forwarded by the Union to its affiliates.

**Appeals:** If an objector is dissatisfied with the proportional allocation that has been determined, an appeal may be taken by such person to the Union (governing body) within thirty (30) calendar days following his/her receipt of said allocation. Said appeal must be made in writing and addressed to the Union President. The Union (governing body) will notify the objector of its decision within thirty (30) days.

- K. The District shall implement a direct deposit plan which would allow for covering a teacher's entire bi-weekly salary, no later than September 2003.

#### **ARTICLE XV - ASSOCIATION RIGHTS**

- A. The Board of Education, the Administration, and the Teachers' Association hereby reaffirm their previously unwritten policy not to discriminate against any individual in the Bayport-Blue Point Schools by reason of his/her sex, race, creed, national origin, or leadership in activities of the Bayport-Blue Point Teachers' Association or any other professional association.
- B. The administration will provide the president of the Association time so that s/he can properly fulfill his/her function as president. The following will be provided in addition to any time provided in the past (including but not limited to time for the president, delegates, and alternates to attend the New York State United Teachers or American Federation of Teachers conventions and for the president or his/her designee to lobby periodically for legislation favorable to good education).

The Association president, elementary or secondary, shall have no duties, no chaperoning responsibilities, and no homeroom assignment. His/Her schedule shall be reduced to provide efficient liaison between the administration and the teaching staff.

If the Association president is a teacher, grades 7-12, s/he shall have no more than four class periods per day.

If the Association president is an elementary teacher, or is in a special area, the professional responsibilities of the Association president shall be adjusted to teaching the equivalent of four class periods per day. An elementary teacher's assignment may be adjusted to conform with this stipulation and this adjustment will be in accordance within certification regulations. Teaching assignment adjustment shall be mutually agreed upon by the Association president and the Superintendent of Schools. The Association president is encouraged to consult NYSUT.

The Association president, at his/her discretion, or his/her designee, may take not more than 20 one-half days per year for Association business. In case of a designee, the president must give prior approval for the day(s). The Association will reimburse the district in an amount equal to the cost of a substitute for that half-day or will provide coverage from among its membership.

- C. The Association shall be given a place on the agenda of the building faculty meetings for reports and announcements. Wherever time permits, the Association's representatives may be assigned an extended period of time (up to thirty minutes) at building faculty meetings for Association business, provided this is arranged with the administration at least twenty-four hours in advance of the meeting.

## **ARTICLE XVI - TEACHER/ADMINISTRATION LIAISON**

### **District Instructional Committees**

#### **Elementary and Secondary Instructional Councils/Effective Schools Committees**

The district and association mutually agree to continue and support the goals, activities, purposes, and practices of the Elementary and Secondary Instructional Councils. It is further agreed that School Improvement Teams and the utilization of the More Effective Schools practices and philosophy be endorsed and supported in all schools in the district. It is further agreed that the association and district will continue to provide opportunities to cooperatively and mutually address the instructional and educational goals of the district.

## **ARTICLE XVII - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the board adopts a change in policy which affects any other condition of employment which is not covered by the terms of the Agreement and which has not been proposed by the association, the board will notify the association in writing that it is considering such a change. The association will have the right to negotiate such items with the board, provided that it files such a request with the board within five calendar days after receipt of said notice.
- B. This Agreement shall supersede any rules, regulations, or practices of the board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the board.
- C. Any individual arrangement, agreement, or contract between the board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- D. The board continues to retain, whether exercised or not, the right to exercise in its discretion, its duties, powers, and responsibilities in the direction and management of the school district except as expressly limited by this Agreement.
- E. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval. (See Taylor Law revision of March 4, 1969).

- F. Copies of this Agreement shall be printed at the expense of the board and given to all teachers now employed or hereafter employed by the board within two weeks after its execution or employment if that occurs later.
- G. Excessing - Notification of possible excessing will occur by February 1st of each year. Teachers will be provided with available information relative to possible teacher openings in the Bayport-Blue Point Union Free School District.

This provision does not apply to notification of possible excessing of coaches and co-curricular advisors.

Retraining - In order to provide a teacher who has been excessed with educational retraining the district will provide an amount of money up to \$3,600 to cover expenses (including but not limited to costs of tuition, books, meals, and transportation). Should an excessed teacher wish to take advantage of this provision s/he must:

1. take a course of study leading to certification as a teacher in New York State;
2. provide the district with evidence of expenses (receipts, vouchers, mileage diary, etc.).

Teachers may be reimbursed within one month of incurring expenses and will be reimbursed within one month of having submitted proof of expense. Transportation expenses will be reimbursed at the current rate.

## ARTICLE XVIII - SALARIES

### Section 1:

#### A. Career Stipend

<u>2002-03</u>	<u>\$813</u>	<u>2003-04</u>	<u>\$837</u>	<u>2004-05</u>	<u>\$862</u>	<u>2005-06</u>	<u>\$888</u>
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After completing Step 18 there will be a career stipend, as indicated above, awarded to those teachers interested in satisfying the requirements. This is contingent upon qualifying during or after Step 18 by completion of one project approved by the Superintendent of Schools such as helping to train and develop new and inexperienced teachers, offering in-service courses of concern to the district, and in doing educational research. Examples include: curriculum study committee, conference participants, study on local issues or problems. Payment to be made after completion of the project.

#### B. Career Increment

On salary schedule.

**C. Hours Beyond B.A. and M.A. Degree**

Hours to be credited beyond the B.A. and M.A. Degree must have prior approval by the Superintendent of Schools. A separate policy statement defines more specifically the criteria under which approval will normally be granted.

**D. Maximum Course Credits**

There will be a maximum of fifteen hours course credit (for salary) given in one year.

**E. New Hire Step Placement**

New teachers may be hired at any step on the schedule.

**F. Work Beyond 180/182 Days**

Teachers requested to work beyond the normal 180 days, which shall be increased to 182 days effective July 1, 2003, shall be reimbursed at the rate indicated below for each five-hour day. Such request must be approved in writing by the Superintendent of Schools.

2002-03 \$172  
2003-04 \$172

2004-05 \$177  
2005-06 \$182

**G. Guidance Counselors' Work Days**

Guidance counselors shall be required to work a maximum of ten days beyond the normal 180-day school year, which shall be increased to 182 days effective July 1, 2003. These days are to be distributed as follows: not more than the five business days immediately prior to the opening of school, not more than the five business days immediately following the closing of school, one of these ten days must be divided into two evening conferences as determined by the building principal in consultation with the counselors. Counselors shall receive, in addition to their annual salary, an amount equal to 5% of their base annual salary as compensation for these additional days.

**H. In order for an employee to move vertically on the salary schedule, he/she must have actually taught at least one full semester during the previous school year.**

**Section 2: Department Chairmen/Teachers-in-Charge/Athletic Coordinator/  
Technology Mentor and Coach (TMAC)**

A. <b>Department Chairmen</b>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
1st year Department Chairmen	\$1625	\$1674	\$1724	\$1776
2nd year Department Chairmen	2113	2176	2241	2308
3rd year Department Chairmen	2601	2679	2759	2842
4th year Department Chairmen	3248	3345	3445	3548

The following differentials will be established over the above payments. For each teacher supervised over the number of four, an additional \$50 will be paid. For business education and technology, the Department Chairmen who have an extra teaching assignment will be considered as having the equivalent of three additional staff members to supervise.

**B. Teachers-in-Charge**

Per year stipend:	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
	\$1220	\$1257	\$1295	\$1334

An additional \$100 will be paid if the teacher-in-charge has administrative certification. After completing two consecutive years as a teacher-in-charge, an additional \$100 will be paid for completing an additional year as teacher-in-charge provided, however, that this additional year not be more than three years after completing the first two consecutive years.

**C. Athletic Coordinator at Middle School**

Salary and benefits shall be the same as for Teacher-in-Charge (above).

**D. Technology Mentor and Coach (TMAC)**

	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
1st year as TMAC	\$1625	\$1674	\$1724	\$1776
2nd year as TMAC	2113	2176	2241	2308
3rd year as TMAC	2601	2679	2759	2842
4th year as TMAC	3248	3345	3445	3548

**Section 3: Secondary Summer School Salaries**

Teachers of summer school classes shall be compensated at the rate of (per section taught)	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
	\$1625	\$1674	\$1724	\$1776

#### Section 4: Home Teaching/Tutorial

Home teaching shall be compensated at the **per hour** rate:

2002-03	\$33.45	2004-05	\$34.45
2003-04	\$33.45	2005-06	\$35.48

#### Section 5: Itinerant Teachers' Mileage Reimbursement

Those teachers who travel to another building to carry out their assignment shall receive a yearly stipend for mileage reimbursement as follows: (This shall be paid in June of each year.)

Travel once each day	\$ 85.
Travel twice each day	\$170.

#### Section 6: Chaperone/Intramural/Recreation Pay/Football Announcer

At school related activities, chaperones will be paid at the following hourly rate or fractions thereof:

2002-03	\$29.28	2004-05	\$30.16
2003-04	\$29.28	2005-06	\$31.06

The head chaperone at any event shall be paid a differential of \$2.50 per hour above the regular chaperoning rate. The time calculated for a chaperone will be the time assigned by the administrator in charge. Chaperones will not be expected to report prior to the time designated by the administrator in charge of the function. The time of departure will be determined by the person who is in charge of the event, in most cases, the head chaperone. Quarter hours will be dividing times in determining fractional payments.

The number of chaperones will be determined by the building principal in consultation with the person responsible for the event.

#### Section 7: Extracurricular Activities

##### **A. Longevity Differentials:**

Any person completing a period of three years coaching or holding an extracurricular position shall receive a longevity differential of ten percent additional salary above that listed for that sport or activity beginning with the fourth year.

Any person completing a period of five years coaching or holding an extracurricular position shall receive a longevity differential of fifteen percent additional salary above that listed for that sport or activity beginning with the sixth year.



The above differentials shall only apply provided that in the case of coaching it is in the same sport (no distinction between primary, assistant coach, grade level, or gender of sport), and that otherwise it be the same extracurricular activity (no distinction in grade level). Any teacher who is receiving a particular stipend for the 1997/8 school year shall not have that stipend reduced as a result of this paragraph.

B. Post-Season Play:

The first week of post-season play shall be compensated at 10% of the stipend; the second week of post-season play shall be compensated at 5% of the stipend; the third week of the post-season play shall be compensated at 5% of the stipend. There shall be no payment for additional post-season play.

C. Coaching Assignments:

Coaching assignments will be given to qualified teachers employed by the district. If none apply, they may be chosen from persons not employed by the district.

Section 8: Extra-Curricular Paid Advisor Positions

Those paid positions designated by contract as falling under the activities section of the extra-curricular salaries shall be subject to the following stipulation:

If any paid activity shall not be filled for two years then that position shall no longer be considered for extra-curricular pay purposes.

Section 9: Salary Schedules

Effective July 1, 2003, the BA15 and BA30 columns shall be eliminated except for those teachers who were already on those columns during the 2002-2003 school year.

Effective July 1, 2002, the salary schedule shall be increased by 2½%.  
Effective July 1, 2003, the salary schedule shall be increased by 3%.  
Effective July 1, 2004, the salary schedule shall be increased by 3%.  
Effective July 1, 2005, the salary schedule shall be increased by 3%.

# TEACHER SALARY SCHEDULE

2002-2003

STEP	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
ENTRY	38,127	39,682	41,236	45,133	46,971	48,809	50,640	52,479
1	38,896	40,451	42,005	45,902	47,739	49,578	51,409	53,248
2	40,647	42,272	43,898	47,968	49,890	51,808	53,726	55,645
3	42,395	44,093	45,787	50,032	52,034	54,038	56,038	58,041
4	44,146	45,915	47,680	52,102	54,186	56,266	58,352	60,437
5	45,896	47,734	49,571	54,166	56,334	58,501	60,666	62,834
6	47,648	49,555	51,455	56,235	58,483	60,731	62,978	65,229
7	49,398	51,376	53,350	58,299	60,628	62,959	65,295	67,627
8	51,145	53,194	55,242	60,361	62,775	65,191	67,607	70,020
9	52,897	55,018	57,130	62,426	64,925	67,422	69,921	72,415
10	54,648	56,837	59,023	64,492	67,073	69,656	72,236	74,812
11	56,402	58,657	60,911	66,557	69,220	71,884	74,547	77,210
12	58,149	60,478	62,803	68,627	71,369	74,116	76,861	79,606
13	59,901	62,297	64,694	70,691	73,519	76,345	79,175	81,999
14	61,649	64,119	66,587	72,757	75,669	78,577	81,490	84,397
15	63,400	65,938	68,474	74,824	77,815	80,808	83,802	86,796
16	65,152	67,759	70,364	76,888	79,961	83,039	86,118	89,191
17	66,903	69,580	72,252	78,954	82,112	85,270	88,425	91,589
18	68,655	71,405	74,143	81,020	84,260	87,501	90,744	93,983

Career Increment for Steps 19 & 20 = \$1,605\*

Steps 21 & 22 = \$ 802\*

\*19-year career \$1,605

\*20-year career \$3,210

\*21-year career \$4,012

\*22-year career \$4,814

# TEACHER SALARY SCHEDULE

2003-2004

STEP	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
ENTRY	39,271	40,872	42,473	46,487	48,380	50,273	52,159	54,053
1	40,063	41,665	43,265	47,279	49,171	51,065	52,951	54,845
2	41,866	43,540	45,215	49,407	51,387	53,362	55,338	57,314
3	43,667	45,416	47,161	51,533	53,595	55,659	57,719	59,782
4	45,470	47,292	49,110	53,665	55,812	57,954	60,103	62,250
5	47,273	49,166	51,058	55,791	58,024	60,256	62,486	64,719
6	49,077	51,042	52,999	57,922	60,237	62,553	64,867	67,186
7	50,880	52,917	54,951	60,048	62,447	64,848	67,254	69,656
8	52,679	54,790	56,899	62,172	64,658	67,147	69,635	72,121
9	54,484	56,669	58,844	64,299	66,873	69,445	72,019	74,587
10	56,287	58,542	60,794	66,427	69,085	71,746	74,403	77,056
11	58,094	60,417	62,738	68,554	71,297	74,041	76,783	79,526
12	59,893	62,292	64,687	70,686	73,510	76,339	79,167	81,994
13	61,698	64,166	66,635	72,812	75,725	78,635	81,550	84,459
14	63,498	66,043	68,585	74,940	77,939	80,934	83,935	86,929
15	65,302	67,916	70,528	77,069	80,149	83,232	86,316	89,400
16	67,107	69,792	72,475	79,195	82,360	85,530	88,702	91,867
17	68,910	71,667	74,420	81,323	84,575	87,828	91,078	94,337
18	70,715	73,547	76,367	83,451	86,788	90,126	93,466	96,802

Career Increment for Steps 19 & 20 = \$1,653\*

Steps 21 & 22 = \$ 826\*

\*19-year career \$1,653

\*20-year career \$3,306

\*21-year career \$4,132

\*22-year career \$4,958

# TEACHER SALARY SCHEDULE

2004-2005

STEP	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
ENTRY	<b>40,449</b>	<b>42,098</b>	<b>43,747</b>	<b>47,882</b>	<b>49,831</b>	<b>51,781</b>	<b>53,724</b>	<b>55,675</b>
1	41,265	42,915	44,563	48,697	50,646	52,597	54,540	56,490
2	43,122	44,846	46,571	50,889	52,929	54,963	56,998	59,033
3	44,977	46,778	48,576	53,079	55,203	57,329	59,451	61,575
4	46,834	48,711	50,583	55,275	57,486	59,693	61,906	64,118
5	48,691	50,641	52,590	57,465	59,765	62,064	64,361	66,661
6	50,549	52,573	54,589	59,660	62,044	64,430	66,813	69,202
7	52,406	54,505	56,600	61,849	64,320	66,793	69,272	71,746
8	54,259	56,434	58,606	64,037	66,598	69,161	71,724	74,285
9	56,119	58,369	60,609	66,228	68,879	71,528	74,180	76,825
10	57,976	60,298	62,618	68,420	71,158	73,898	76,635	79,368
11	59,837	62,230	64,620	70,611	73,436	76,262	79,086	81,912
12	61,690	64,161	66,628	72,807	75,715	78,629	81,542	84,454
13	63,549	66,091	68,634	74,996	77,997	80,994	83,997	86,993
14	65,403	68,024	70,643	77,188	80,277	83,362	86,453	89,537
15	67,261	69,953	72,644	79,381	82,553	85,729	88,905	92,082
16	69,120	71,886	74,649	81,571	84,831	88,096	91,363	94,623
17	70,977	73,817	76,653	83,763	87,112	90,463	93,810	97,167
18	72,836	75,753	78,658	85,955	89,392	92,830	96,270	99,706

Career Increment for Steps 19 & 20 = \$1,703\*

Steps 21 & 22 = \$ 851\*

\*19-year career \$1,703

\*20-year career \$3,406

\*21-year career \$4,257

\*22-year career \$5,108

# TEACHER SALARY SCHEDULE

2005-2006

STEP	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
ENTRY	41,662	43,361	45,059	49,318	51,326	53,334	55,336	57,345
1	42,503	44,202	45,900	50,158	52,165	54,175	56,176	58,185
2	44,416	46,191	47,968	52,416	54,517	56,612	58,708	60,804
3	46,326	48,181	50,033	54,671	56,859	59,049	61,235	63,422
4	48,239	50,172	52,100	56,933	59,211	61,484	63,763	66,042
5	50,152	52,160	54,168	59,189	61,558	63,926	66,292	68,661
6	52,065	54,150	56,227	61,450	63,905	66,363	68,817	71,278
7	53,978	56,140	58,298	63,704	66,250	68,797	71,350	73,898
8	55,887	58,127	60,364	65,958	68,596	71,236	73,876	76,514
9	57,803	60,120	62,427	68,215	70,945	73,674	76,405	79,130
10	59,715	62,107	64,497	70,473	73,293	76,115	78,934	81,749
11	61,632	64,097	66,559	72,729	75,639	78,550	81,459	84,369
12	63,541	66,086	68,627	74,991	77,986	80,988	83,988	86,988
13	65,455	68,074	70,693	77,246	80,337	83,424	86,517	89,603
14	67,365	70,065	72,762	79,504	82,685	85,863	89,047	92,223
15	69,279	72,052	74,823	81,762	85,030	88,301	91,572	94,844
16	71,194	74,043	76,888	84,018	87,376	90,739	94,104	97,462
17	73,106	76,032	78,953	86,276	89,725	93,177	96,624	100,082
18	75,021	78,026	81,018	88,534	92,074	95,615	99,158	102,697

Career Increment for Steps 19 & 20 = \$1,754\*

Steps 21 & 22 = \$ 877\*

\*19-year career \$1,754

\*20-year career \$3,508

\*21-year career \$4,385

\*22-year career \$5,262

# Section 10: Extracurricular Salaries

<u>COACHING</u>		<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	
<u>Level I</u>		\$ 5873	\$ 6049	\$ 6230	\$ 6417	1-3 years
		6461	6655	6855	7061	4-5 years
		6755	6958	7167	7382	6+ years
1.	Varsity Football					
<u>Level II</u>		\$ 5292	\$ 5451	\$ 5615	\$ 5783	1-3 years
		5821	5996	6176	6361	4-5 years
		6085	6268	6456	6650	6+ years
1.	Varsity Basketball (G)					
2.	Varsity Basketball (B)					
3.	Varsity Wrestling					
<u>Level III</u>		\$ 4786	\$ 4930	\$ 5078	\$ 5230	1-3 years
		5264	5422	5585	5753	4-5 years
		5503	5668	5838	6013	6+ years
1.	Varsity Soccer (G)					
2.	Varsity Soccer (B)					
3.	Varsity Track (G)					
4.	Varsity Track (B)					
5.	Varsity Lacrosse (B)*					
6.	Varsity Lacrosse (G)*					
<u>Level IIIa</u>		\$ 4475	\$ 4609	\$ 4747	\$ 4889	1-3 years
		4923	5071	5223	5380	4-5 years
		5147	5301	5460	5624	6+ years
1.	Varsity Baseball (B)					
2.	Varsity Softball (G)					
<u>Level IV</u>		\$ 4164	\$ 4289	\$ 4418	\$ 4551	1-3 years
		4580	4717	4859	5005	4-5 years
		4788	4932	5080	5232	6+ years
1.	Varsity Winter Track (B)*					
2.	Varsity Winter Track (G)*					
3.	Varsity Field Hockey					
4.	Varsity Volleyball (B)*					
5.	Varsity Volleyball (G)*					
6.	Assistant Varsity Football (2)					
7.	J.V. Football					
8.	J.V. Wrestling					
9.	J.V. Basketball (G)					
10.	J.V. Basketball (B)					

\*New Levels Effective July 1, 2003

Coaching (continued)	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	
<u>Level V</u>	\$ 3394	\$ 3496	\$ 3601	\$ 3709	1-3 years
	3733	3845	3960	4079	4-5 years
	3903	4020	4141	4265	6+ years
1. Varsity Bowling					
2. Varsity Cross Country (B)					
3. Varsity Cross Country (G)					
4. Varsity Golf (B)*					
5. Varsity Golf (G)*					
6. Varsity Tennis (G)					
7. Varsity Tennis (B)					
8. Varsity Cheerleading (Fall)					
9. Varsity Cheerleading (Winter)					
10. Assistant Varsity Track (B)					
11. Assistant Varsity Track (G)					
12. Assistant Varsity Winter Track (B)*					
13. Assistant Varsity Winter Track (G)*					
14. Assistant Varsity Soccer (G)					
15. Assistant Varsity Soccer (B)					
16. Assistant Varsity Lacrosse (B)*					
17. Assistant Varsity Lacrosse (G)*					
18. J.V. Soccer (B)					
19. J.V. Soccer (G)					
20. J.V. Field Hockey					
21. J.V. Lacrosse (B)*					
22. J.V. Lacrosse (G)*					
23. J.V. Volleyball (B)*					
24. J.V. Volleyball (G)*					
25. J.V. Softball (G)					
26. J.V. Baseball (B)					
27. Assistant J.V. Football (1)					
28. Middle School Head Football					

<u>Level VI</u>	\$ 2782	\$ 2865	\$ 2951	\$ 3040	1-3 years
	3060	3152	3247	3344	4-5 years
	3199	3295	3394	3496	6+ years
1. J.V. Cheerleading (Fall)					
2. J.V. Cheerleading (Winter)					
3. J.V. Golf (B)					
4. J.V. Golf (G)					
5. J.V. Tennis (B)					
6. J.V. Tennis (G)					
7. Assistant J.V. Lacrosse (B)*					
8. Assistant J.V. Lacrosse (G)*					
9. Middle School Basketball (B)					
10. Middle School Basketball (G)					
11. Middle School Wrestling					
12. Middle School Lacrosse (B)*					
13. Middle School Lacrosse (G)*					
14. Assistant Middle School Football					

\*New Levels Effective July 1, 2003

Coaching (continued)	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	
<u>Level VII</u>	\$ 2602	\$ 2680	\$ 2760	\$ 2843	1-3 years
	2863	2949	3037	3128	4-5 years
	2993	3083	3175	3271	6+ years

1. Middle School Track (B)
2. Middle School Track (G)
3. Middle School Soccer (B)
4. Middle School Soccer (G)
5. Middle School Baseball
6. Middle School Softball
7. Middle School Volleyball (G)
8. Middle School Volleyball (B)
9. Middle School Field Hockey
10. Middle School Cross Country (Co-ed)
11. Assistant Middle School Lacrosse (B)\*
12. Assistant Middle School Lacrosse (G)\*

<u>Level VIII</u>	\$ 1851	\$ 1907	\$ 1964	\$ 2023	1-3 years
	2037	2098	2161	2226	4-5 years
	2129	2193	2259	2327	6+ years

1. Assistant Middle School Wrestling
2. Assistant Middle School Soccer (B)
3. Assistant Middle School Soccer (G)
4. Assistant Middle School Track\*

\*New Levels Effective July 1, 2003



## Section 11: Extracurricular Salaries

<u>ACTIVITIES (ADVISORS)</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	
<u>Level I</u>	\$ 4462	\$ 4596	\$ 4734	\$ 4876	1-3 years
	4908	5055	5207	5363	4-5 years
	5131	5285	5444	5607	6+ years
1. Musical Production Coordinator					
<u>Level II</u>	\$ 3315	\$ 3414	\$ 3516	\$ 3621	1-3 years
	3646	3755	3868	3984	4-5 years
	3812	3926	4044	4165	6+ years
1. Yearbook Advisor					
2. Phantom Press					
3. High School Renaissance					
<u>Level III</u>	\$ 2739	\$ 2821	\$ 2906	\$ 2993	1-3 years
	3012	3102	3195	3291	4-5 years
	3150	3245	3342	3442	6+ years
1. M.S. Drama Club					
<u>Level IV</u>	\$ 2416	\$ 2488	\$ 2563	\$ 2640	1-3 years
	2658	2738	2820	2905	4-5 years
	2779	2862	2948	3036	6+ years
1. H.S. Student Council (G.O.)					
2. H.S. National Honor Society					
3. Senior Class Advisor					
4. Junior Class Advisor					
5. H.S. Jazz Ensemble					
6. H.S. Show Choir Director					
7. H.S. Student Art League					
8. H.S. Key Club					
9. H.S. New York State & National Science Olympiad					
10. Peer Leadership (1 ea. school)					
11. Middle School Jazz Ensemble					
12. Middle School Yearbook					
13. Middle School Student Council					
14. Middle School Frost Valley					
<u>Level V</u>	\$ 1809	\$ 1863	\$ 1919	\$ 1977	1-3 years
	1991	2051	2113	2176	4-5 years
	2081	2143	2207	2273	6+ years
1. Elementary Band					
2. Elementary Orchestra					
3. Elementary Chorus					
4. H.S. Musical Production Conductor					
5. M.S. Newspaper					

Activities (continued)	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	
<u>Level VI</u>	\$ 1690	\$ 1741	\$ 1793	\$ 1847	1-3 years
	1859	1915	1972	2031	4-5 years
	1943	2001	2061	2123	6+ years

1. H.S. Mathletes
2. H.S. Chess Club\*
3. H.S. DECA\*
4. H.S. Ecology\*
5. H.S. Literary Magazine (Carousel)
6. Freshman Class Advisor
7. Sophomore Class Advisor
8. SADD Advisor
9. Academic Decathlon
10. Assistant Yearbook Advisor
11. Middle School Mathletes
12. Webmaster (1 each school)

H.S. Musical Production:

13. Choreographer
14. Drama Coach
15. Set Designer/Technical Advisor

<u>Level VII</u>	\$ 1472	\$ 1516	\$ 1561	\$ 1608	1-3 years
	1620	1669	1719	1771	4-5 years
	1692	1743	1795	1849	6+ years

1. H.S. Musical Production Costume Designer
2. Middle School Second Language Club
3. Middle School Honor Society
4. Middle School Literary Magazine
5. Middle School Ecology Club
6. Middle School National Science Olympiad
7. Middle School Photography Club
8. Middle School Technology Club\*
9. Middle School Computer Art Club
10. 6th Grade Advisor
11. 7th Grade Advisor
12. 8th Grade Advisor
13. 5th Grade Washington Trip (3)

\*New Levels Effective July 1, 2003

**ARTICLE XIX- DURATION OF AGREEMENT**

This contract shall be effective as of **July 1, 2002** and shall continue in effect through **June 30, 2006**.

**TEACHERS' ASSOCIATION**

Maureen Murt

President

Deborah E. Eversman

Debra Yafarson

**BOARD OF EDUCATION**

James S. March

President/Vice President

Richard W. Cuts

Superintendent of Schools

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT  
Bayport, New York

PRE-OBSERVATION CONFERENCE FORM (A)

TO:

FROM:

DATE:

RE: Pre-observation Conference

Please plan to meet with me on \_\_\_\_\_ at \_\_\_\_\_ for a fifteen (15) minute pre-observation conference. The observation is scheduled for period \_\_\_\_\_ on \_\_\_\_\_.

A post-observation conference is scheduled during period \_\_\_\_\_ on \_\_\_\_\_.

If you anticipate a problem with these dates and times, please see me as soon as possible.

---

Effective instructors plan lessons to include some or all of the elements which have been identified as characteristics of effective teaching. The decision to include or exclude any of the elements is a professional one, which the instructor must make during planning. Consequently, not all elements need to be in every lesson. Use of the elements will depend on a variety of factors.

You should use the attached format as a guideline in planning for the pre-observation conference. Please submit it to me one day prior to your scheduled meeting. In the pre-observation conference, we will discuss the lesson as you plan to present it and share information regarding the teaching-learning process.

The primary purpose of the post-observation conference will be to share information regarding strengths in the lesson and to address areas that might need greater attention. The conference should be looked upon as an opportunity for two-way communication and as a means to enhance instructional strategies and skills. Come to the conference prepared to discuss the lesson in a meaningful fashion.

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

PRE-OBSERVATION CONFERENCE FORM (A)

---

Subject/Grade Level/Building

Teacher

- Background of students, e.g. size of class/special needs/student expertise/level/gender
  
- Curriculum
  - Unit in the curriculum
  - Purpose (includes curriculum goals)
  
- Learning objectives
  
- Teaching strategies employed
  
- Observable student behaviors
  
- Strategies for pre-assessment and assessing results
  
- Lesson sequence (includes activities, i.e. introduction, independent work, summary)
  
- Areas you would like addressed during the observation

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

TEACHER OBSERVATION FORM (A)

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

SUBJECT/GRADE \_\_\_\_\_

DATE \_\_\_\_\_

SUMMARY OF OBSERVATION ACTIVITIES:

EVIDENCE OF EFFECTIVE TEACHING CHARACTERISTICS:

SUGGESTIONS TO PROMOTE OR STRENGTHEN EFFECTIVE TEACHING CHARACTERISTICS:

CONCLUDING REMARKS:

\_\_\_\_\_  
Signature of Evaluator Date

\_\_\_\_\_  
Signature of Teacher Date

\_\_\_\_\_  
Date of Conference

TEACHER COMMENTS:

## BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

## END-OF-YEAR PROFESSIONAL EVALUATION (A)

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

Professional  
Position \_\_\_\_\_

Years in District \_\_\_\_\_ Years in Position \_\_\_\_\_ Attendance \_\_\_\_\_

E=Exemplary    G=Good    S=Satisfactory    NI=Needs Improvement    U=Unsatisfactory

I. EXHIBITING CHARACTERISTICS OF EFFECTIVE TEACHING

<u>Teacher</u>		<u>Evaluator</u>
_____	a. Engaged time (time on task)	_____
_____	b. Clearly defined instructional objectives	_____
_____	c. Taking advantage of the teachable moment	_____
_____	d. Appropriate teaching strategies	_____
_____	e. Appropriate level of difficulty	_____
_____	f. Attention to individual needs	_____
_____	g. Flexibility in planning and organizing	_____
_____	h. Success rate	_____
_____	i. Effective method of evaluating performance	_____
_____	j. Learning related to objectives	_____
_____	k. Positive learning climate	_____
_____	l. Wait time	_____
_____	m. Anticipatory set	_____
_____	n. Sequential development of objectives	_____
_____	o. Positive teacher attitude towards subject contents; students	_____
_____	p. Allows opportunities for creativity	_____
_____	q. Summarize lesson, provide closure	_____
_____	r. Meaningful independent practice	_____
_____	s. Teacher creativity and instruction	_____
_____	t. Pace or timing	_____
_____	u. Modeling	_____

II. CHARACTERISTICS OF AN EFFECTIVE TEACHER

<u>Teacher</u>		<u>Evaluator</u>
_____	a. Collaborative efforts with others	_____
_____	b. Involvement and support in achieving school/community goals and objectives	_____
_____	c. Professional growth	_____
_____	d. Communication	_____
_____	e. Flexibility/Adaptability	_____
_____	f. Concern for student needs	_____
_____	g. Initiative	_____
_____	h. Models appropriate behavior	_____
_____	i. School routine and procedure	_____

III. SUGGESTIONS TO PROMOTE OR STRENGTHEN EFFECTIVE TEACHING CHARACTERISTICSIV. COMMENDATIONSV. SUMMARYTEACHER COMMENTS\_\_\_\_\_  
Signature of Evaluator\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Teacher\_\_\_\_\_  
Date\_\_\_\_\_  
Conference Date

Listed below are teacher's contributions, achievements, and professional activities that relate to characteristics of II.



BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT  
Bayport, New York

SUPERVISION/EVALUATION

CHARACTERISTICS OF EFFECTIVE TEACHING

The information provided below is not meant to otherwise restrict or limit the characteristics, evidence of these characteristics, or strategies to promote or strengthen the characteristics. These are merely examples to help improve the teaching and learning process; these are meant to add a measure of understanding to the characteristics.

<u>Characteristics</u>	<u>How It May Be Demonstrated</u>	<u>Promote or Strengthen</u>
Engaged time (time on task)	Scanning classroom environment and indicating frequencies and categories of time on task	Display and articulate data. Discuss cause/effect relationship and discuss activities to strengthen on task performance
Clearly defined instructional objectives	Stated in pre-conference; written on pre-observation input device	Modeling and guided practice
Taking advantage of the teachable moment	Observing when it does happen	Display data and articulate with teacher
Appropriate teaching strategies	Student involvement, time on task, use of signaling, student questioning, checking for understanding, etc.	Modeling; peer coaching
Appropriate level of difficulty	Time on task, degree of students' success, students' active participation in class	Modeling
Attention to individual needs	Student time on task; activities; student achievement of success; students following all components of tasks assigned; teacher monitoring individual's work	Provide professional resources; modeling; peer coaching
Flexibility in planning and organizing	Monitoring teacher planbook; pre-conference data on lesson plan	Modeling; planning; role playing
Success rate	Monitoring students to check for understanding through signaling; time on task; summing up the lesson; and frequency of student questions	Citing research; modeling; sharing data
Effective method of evaluating student performance	Check worksheets, check tests, script tape lesson	Conferencing on data-script tape; check on test info; modeling, tests, return observation; concrete suggestions

<u>Characteristic</u>	<u>How It May Be Demonstrated</u>	<u>Promote or Strengthen</u>
Learning related to objectives	Test results; student response according to objectives, check student learning through closure related to stated objective	Questioning of teacher; modeling; suggest activities, criteria referenced idea
Positive learning climate	Noting student attitudes; positive attendance, active participation, physical environment; teacher feedback verbal/non-verbal; rewards; student interaction	Focus on specifics; child overall analysis of feedback and inter-intervention; peer-to-peer; observing another colleague
Wait time	Counting; observing counting; clock	Review data; make teacher aware, re: observation
Anticipatory set	Lesson plan; script taping; check on task performance	Pre-observation conference; suggest activity techniques; peer-to-peer tutoring
Sequential development of objectives	Check previous planning; continuum of planning; script taping	Modeling, conferencing, use of curriculum guides, long-term, short-term planning
Positive teacher attitude towards subject content; students	Observes teacher's demeanor, check plans, monitor rapport with students, evidence of diversity of materials used, monitor frequency and duration of subject taught	Encourage conference workshop attendance, provide content materials, peer coaching modeling
Allows/encourages opportunities for creativity	Monitors classroom interaction for divergent thinking, monitoring of lesson preparation to account for learning styles, provides free time, monitor lesson plans, lesson goals and activities, monitoring teacher evaluation techniques, allowing for activities promoting critical thinking and those activities that are student centered	Modeling, encourage conference and workshop attendance, provide inservice training, demonstration of lessons, peer coaching
Summarize lesson, provide closure	Observation, monitoring of plan, evidence of student involvement with teacher checking for understanding, monitoring of tests	Use of time management activities, modeling, discussing this aspect in pre-observation and post-observation conferences
Meaningful independent practice	Monitor age subject content appropriateness, independent activities related to subjects observed, student worked independently, monitor and check on task performance, evidence of meaningful activities in lesson plans	Homework policy, time analysis of lesson, monitoring of lesson plans, modeling

<u>Characteristic</u>	<u>How It May Be Demonstrated</u>	<u>Promote or Strengthen</u>
Teacher creativity in instruction	Observation of a variety of instruction of materials, evidence of use of different techniques at appropriate levels of instruction, variety of activities in the classroom	Providing inservice and and staff development opportunities, intra-department visitations, encouraging high risk activities for teachers, teachers sharing how appropriate materials are used, providing teachers with literature and making relevant suggestions
Pace or timing	Use of script taping, data collection of all task performance, check of lesson plans for appropriate transitional time and activities, listing of number of activities and length of each activity, monitoring and reporting students, feedback to activities	Pre-observation and post-observation conferencing, use of modeling, video taping for self-analysis, data collection of non-task performance utilized to to help modify teacher performance and planning
Modeling	Evidence of teachers providing examples for students, evidence of students using models, concept of modeling incorporated in lesson planning, evidence of different kind of modeling according to various learning styles	Promote modeling use of demonstration pre-and post-observation, conferencing, peer coaching, demonstration

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT  
Bayport, New York

SUPERVISION/EVALUATION

CHARACTERISTICS OF AN EFFECTIVE TEACHER

The information provided below is not meant to otherwise restrict or limit the characteristics, evidence of these characteristics, or strategies to promote or strengthen the characteristics. These are merely examples to help improve the teaching and learning process; these are meant to add a measure of understanding to the characteristics.

<u>Characteristics</u>	<u>How It May Be Demonstrated</u>	<u>Promote or Strengthen</u>
Collaborative efforts with others	<ul style="list-style-type: none"> <li>. collegiality</li> <li>. committee work</li> <li>. working toward dept. goals</li> <li>. inter-departmental grade level work</li> <li>. school-wide projects</li> </ul>	recognize when people do it; letters, awards
Involvement and support in achieving school/community goals and objectives	<ul style="list-style-type: none"> <li>. taking individual responsibility for implementing goals and objectives</li> </ul>	recognize when people do it; letters, awards
Professional growth	<ul style="list-style-type: none"> <li>. keeping current in field, i.e. reading, course work, memberships, conference attendance, inservice training</li> <li>. working with and supervising student teacher</li> </ul>	provide information opportunity, modeling make suggestions, commitment to support on behalf of district team challenges
Communication	<ul style="list-style-type: none"> <li>. active listening; write, speak clearly</li> <li>. make administrator aware of issues</li> <li>. responds to communications received</li> <li>. listens, evaluates, responds, initiates communication, dialogue</li> </ul>	modeling, forum for communication, inservice for opportunity, listen, evaluate, respond
Flexibility/Adaptability	<ul style="list-style-type: none"> <li>. willingness to accept new responsibilities within contractual guidelines</li> <li>. willingness to pitch in and change direction</li> <li>. a positive response to suggestions</li> </ul>	recognize when individuals exhibit behavior and activities that demonstrate these characteristics; modeling

<u>Characteristics</u>	<u>How It May Be Demonstrated</u>	<u>Promote or Strengthen</u>
Concern for Student Needs	<ul style="list-style-type: none"><li>. sensitivity and concern for students</li><li>. working with students tutorily and in a counseling mode within contractual guidelines</li><li>. respect and openness with students</li><li>. allowing for individual differences</li></ul>	recognize when people do it; letters, awards
Demonstrates Initiative	<ul style="list-style-type: none"><li>. volunteers to support building and community goals and objectives</li><li>. initiates and presents future projects relative to content area for grade level</li><li>. meets all deadlines and responsibilities in a timely fashion</li></ul>	encourage individuals to pursue individual interests and projects; provide support for initiatives taken by working cooperatively with initiator
Models Appropriate Behavior	<ul style="list-style-type: none"><li>. teacher demonstrates appropriate behavior and appearance</li></ul>	individual recognition
School Routine and Procedure	<ul style="list-style-type: none"><li>. meeting all deadlines in a timely fashion</li><li>. follows all school procedures and guidelines</li></ul>	recognize those who make efforts in this regard

## BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

TEACHER OBSERVATION RECOURSE FORM

---

School

---

Date of Observation

---

Observer

---

Teacher Observed

---

Class Observed

---

Type of Group

1. Points of Agreement:

2. Points of Disagreement:

3. Recommendations:

---

Signature of Teacher

---

Date

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

TEACHER EVALUATION RECOURSE FORM

\_\_\_\_\_  
School

\_\_\_\_\_  
Date of Evaluation

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Teacher Evaluated

\_\_\_\_\_  
Teaching Position

\_\_\_\_\_  
Type of Group

1. Points of Agreement:

2. Points of Disagreement:

3. Recommendations:

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT

TEACHER OBSERVATION ANECDOTAL REPORT (B)

\_\_\_\_\_  
School

\_\_\_\_\_  
Date of Observation

\_\_\_\_\_  
Observer

\_\_\_\_\_  
Teacher Observed

\_\_\_\_\_  
Class Observed

\_\_\_\_\_  
Type of Group

1. Lesson:

2. Commendations:

3. Recommendations:

\_\_\_\_\_  
Date of Conference

\_\_\_\_\_  
Signature of Observer                      Date



## BAYPORT-BLUE POINT SCHOOL DISTRICT

## End of Year Professional Evaluation (B)

Date \_\_\_\_\_

Name \_\_\_\_\_ School \_\_\_\_\_ Attendance \_\_\_\_\_

Professional Position \_\_\_\_\_ Degree Status \_\_\_\_\_

Years in System \_\_\_\_\_ Total Experience \_\_\_\_\_

(O) Outstanding, (VG) Very Good, (G) Good, (NI) Needs Improvement, (U) Unsatisfactory  
 (Any items marked NI or U require additional comments)

## I. Teacher Effectiveness

- |          |  |
|----------|--|
| a. _____ | a. Communication of subject matter                               |
| b. _____ | b. Physical learning environment and concern for school property |
| c. _____ | c. Lesson planning   |
| d. _____ | d. Questioning skills  |
| e. _____ | e. Testing skills  |
| f. _____ | f. Rapport with students and sensitivity to student needs        |
| g. _____ | g. Discipline  |
| h. _____ | h. General efficiency, routines, and procedures                  |

Additional Comments: \_\_\_\_\_

## II. Professional Qualities

- |          |  |
|----------|--|
| a. _____ | a. Adaptability                            |
| b. _____ | b. Consideration and tactfulness           |
| c. _____ | c. Cooperation                             |
| d. _____ | d. Dependability                           |
| e. _____ | e. Knowledge of grade level subject matter |
| f. _____ | f. Professional demeanor                   |

Additional Comments: \_\_\_\_\_

General estimate of ability: \_\_\_\_\_

Contributions, achievements, or professional activities not indicated elsewhere on this form (optional): \_\_\_\_\_

----- (Fold here for filing purposes) -----

The teacher's signature which appears here indicates receipt  
 of this evaluation and in no way indicates agreement or  
 disagreement.

\_\_\_\_\_  
(Signature of Building Principal)\_\_\_\_\_  
(Signature of Department Chairman)\_\_\_\_\_  
(Signature of Teacher)

## END OF YEAR PROFESSIONAL EVALUATION — DEFINITION OF TERMS

*It is understood that since this is a district-wide evaluation form not all categories are necessarily applicable to each educational situation or to each professional educator. Where a category is not applicable, NA shall be provided.*

## TEACHER EFFECTIVENESS

- a. **Communication of subject matter:**
  1. Teacher's explanations are clear and adequate.
  2. Lessons are presented in a manner which stimulates pupils to participate actively and freely.
  3. Teacher employs a variety of approaches in presenting all materials.
  4. Teacher's instructional vocabulary and materials are suited to the grade level and to the students' ability to comprehend and to succeed.
  5. Feedback opportunities are provided which communicate to the teacher the levels of understanding that have been reached by students in the class. The teacher uses this information to guide his subsequent teaching strategies.
- b. **Physical learning environment and concern for school property:**
  1. Teacher adjusts physical features of the room to provide a stimulating environment.
  2. Teacher provides proper physical conditions (heat, ventilation, lighting) as within his control.
  3. The environment is adapted to display student work via exhibits, displays, bulletin boards, etc.
  4. The room is neat and attractive.
  5. The teacher properly cares for the facilities and equipment of the school and actively promotes this positive regard in his students.
- c. **Lesson planning:**
  1. Learning tasks are planned that are purposeful and functional.
  2. Lessons are adapted to meet changing needs and circumstances.
  3. Provision is made for review of subject matter.
  4. Teacher is responsible and conscientious about maintaining plan book.
- d. **Questioning skills:**
  1. Teacher shows evidence of good questioning and inquiry skills.
  2. Teacher is skillful in stimulating and leading class discussions.
  3. Teacher uses questions to diagnose student learning level.
- e. **Testing skills:**
  1. There is evidence of meaningful practice exercises, written reports, objective and subjective tests which accurately reflect desired goals and objectives of the course.
  2. Tests are used as both diagnostic and evaluative instruments which enable them to become learning experiences for students.
  3. Tests are used in such a way as to minimize tension and to create a positive testing atmosphere.
  4. Alternative modes of evaluation are used, appropriate to the different learning styles and needs of students, enabling them to succeed whenever possible.
- f. **Rapport with students and sensitivity to student needs:**
  1. Teacher is fair and impartial.
  2. Pupils are greeted in a tactful, friendly, and sympathetic manner.
  3. Contribution and effort of individual pupils are given recognition.
  4. Pupils and teacher share the enjoyment of humorous situations.
  5. Teacher refers students for pupil personnel services when needed.
- g. **Discipline:**
  1. Teacher leadership is evident.
  2. Classes are well organized and orderly.
  3. Pupils exhibit an attitude of mutual respect and courtesy toward the teacher and each other.
  4. Teacher assumes responsibility for maintaining discipline in the total school environment.
- h. **General efficiency, routines, and procedures:**
  1. Teacher is efficient in record keeping.
  2. Children's behavior indicates that they are aware of specific procedures and routine.
  3. The teacher fulfills his responsibilities in all assignments related to maintaining the rules, regulations, and policies of the school.

## PROFESSIONAL QUALITIES

- a. **Adaptability:** The teacher is able and willing to adjust to emergencies, to solve problems, to promote the continuing educational process, and to adjust to existing or unforeseen circumstances.
- b. **Consideration and tactfulness:** The teacher speaks and performs in a manner which is conducive toward maintaining positive relationships with students, colleagues, supervisors, and parents.
- c. **Co-operation:** Teacher is able to work with staff, students and parents in a spirit of joint and positive co-operation.
- d. **Dependability:** The teacher is punctual in reporting for his professional duties; he provides lesson plans for substitutes; he submits reports on time, thus promoting an orderly educational process.
- e. **Knowledge of grade level subject matter:** The teacher is professionally prepared for the grade level he or she is teaching and is able to utilize this knowledge effectively in the learning process.
- f. **Professional demeanor:** The teacher's speech, poise, and grooming are assets in maintaining proper professional relationships with students, colleagues, supervisors and parents.

**Bayport-Blue Point Union Free School District  
Bayport, New York**

To: All Instructional Staff  
From: Superintendent of Schools  
Date:  
Re: Teaching Preference – School Year

Present Assignment:

Teacher: \_\_\_\_\_  
School: \_\_\_\_\_  
Grade/Subject: \_\_\_\_\_

If an assignment were to be made either to another grade/subject or another school, please indicate your choice(s) below:

School: \_\_\_\_\_  
Grade/Subject: \_\_\_\_\_

If your first choice is to stay in the same grade/subject and/or school, please check the appropriate lines below:

\_\_\_\_\_ I wish to remain at my present grade/subject  
\_\_\_\_\_ I wish to remain at my present school

This form should be **returned to your building principal** no later than **DATE**.

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